

52i

A N
A C C O U N T
O F T H E
G I F T S and L E G A C I E S

T H A T

Have been given and bequeathed

T O

C H A R I T A B L E U S E S

I N T H E

Town of I P S W I C H ;

W I T H

Some Account of the present State and Management,

A N D

Some Proposals for the future Regulation of them;

I P S W I C H,

Printed by W. C R A I G H T O N. 1747.



The P R E F A C E.

IT is reasonable to expect that the original Design of the Donors of publick Charities, should, in Process of Time, be forgotten or mistaken; from hence the Mismanagement and Misapplication of them must needs arise; and this is the rather to be expected, when the Care of them is entrusted with a mix'd and fluctuating Society, such as every large Body-Corporate is, and must be. No Person, therefore, should be surprized, if that has happened to the Charities of this Town, which is common to those of every other. But, as every disinterested Attempt to set such Things right when they are wrong, is commendable, so we hope that this Account will be favourably receiv'd, because it is evidently published with no other View than that of promoting the Publick Good. It was occasion'd by an Order of Great Court that was luckily obtain'd Oct. 16, 1743, by which a Committee was appointed "to enquire what Donations have
" from time to time been given to the Town of Ipswich;
" or to any particular Burgesses, as such; and under
" whose Direction and Management the same now are,
" or ought to be, by the Wills or Appointments of the
" Donors: And also to enquire, into whose Hands, as
" Trustees, the pecuniary Donations, or any Part thereof,
" were respectively last paid; and who have received the
" Rents and Profits of the real Donations for thirty
" Years last past; and how the same have been paid or
" applied." This Committee consisted of the following Gentlemen, viz. Mr. Nathaniel Cole, and Humphry Rant, Esq; Portmen; Mr. Richard Love, at that Time
* Town-Cerk; Mr. William Artis, Mr. Edward Duck, Mr. John Firmin, Mr. Samuel Hambling, Mr. Lark Tarver, and Mr. William Truelove, Common-Council-Men; Mr. Samuel Parish, Mr. Robert Parish, Mr. Charles Walford and Mr. William Wilder, Free-Bur-

* Mr. Love resign'd his Place of Town-Clerk, 29 Sept. 1746.

gesſes. The Publick are indebted to all the Members of this Committee for the Pains that they reſpectively took in their Enquiry; but their Thanks are particularly due to ONE Gentleman, who applied himſelf to it with an indefatigable Industry.

From the Papers of ſome of the Members of this Committee the following Account is drawn. We were in ſome Hopes that we ſhould have been excuſed from the Trouble of publiſhing it, becauſe it was confidently given out, that the Corporation would publiſh an Account of their Charities, under their own Authority. There was ſome Colour for this Aſſertion, becauſe an Order of Great-Court was made on the fourth of laſt November, 1746, "That the
 " Report made by the Secret-Committee, appointed
 " ſometime ſince for the Enquiry into diſverſe Charities
 " belonging to this Corporation, be printed, at the Charge
 " of the ſaid Corporation." But as we knew—that the Charitable-Committee did make no regular Report;—that ſo much of their Proceedings as they had already communicated to the Corporation, and no more, would make but an awkward Figure by itſelf;—that the Committee were expreſſy told, they could not finiſh their Report after they were diſſolved;—that no particular Perſons were appointed by the Order to do this Buſineſs;—and, that no Time was fixed for the doing it: From all this, there was ſome Reaſon to doubt, whether the Corporation were in Earneſt, or not: As we never did believe they were, we ventur'd to ſend our Papers to the Preſs ſo long ago as laſt December. But if the Corporation ſhould think proper to publiſh their Account of theſe Charities, we ingenuouſly confeſs, that theirs may be much more particular, exact, and ſatisfactory than ours is, becauſe the Perſons concern'd in that, muſt have ſeveral Advantages that we had not. For as they act by the Authority of the Corporation,—they may have free Acceſs to ALL the Great-Court Books, which all the Members of the Charitable-Committee were not permitted properly to examine;—they may certainly have free Ingreſs, Egreſs and Regreſs, to and from the Treafury;—they
 may

The P R E F A C E.

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may regulate, digest, and methodize, that confused Place, and all that Load of Papers, which lie in Heaps there, and would probably throw much Light into these Affairs; —and they may consult, examine, compare, and extract from these, and all other Papers, and Books of Account belonging to the Corporation, at their full Leisure; whereas, several of the Materials that we had, were copied in some Haste, when a lucky Opportunity offered, which if not then made use of, might never be had again. But as we have not the least Reason to suspect the Care, or the Fidelity of the Persons from whom we had these Papers, we are positive the Facts therein mentioned will not be disputed. And as to the additional Observations and Proposals, the Publick will lay no more Stress upon them than they shall be found to deserve; so no Hurt can be done in that respect. But if, contrary to our Expectations, it should happen that we have been misinformed in any particular, the Corporation, when they publish their own Account, may set the Publick right again.

It seems at first Sight so proper, that the Publick should know the Nature, the Design, and the Management of publick Charities, that we need give no Reason for publishing an Account of them; and most People seem to be so well satisfied of this, that one would not have expected, that any Man should object to it: Yet much has been said against this present Publication; and from the List of our Subscribers, it seems as if small Encouragement had been given to it, by those Gentlemen who take the Lead in the Management of the Affairs of this Corporation. But, among all the Clamours that have been raised against the Design itself, or the Persons that are supposed to be concerned in it, only one single Thing has been said, that has the least Weight; and that has indeed so very little, that if it were thrown into a Scale it would scarce carry a Feather. It has been said, that several of the Misapplications hereafter related were begun, if not compleated, before the Persons now in being, had any Concern with the Corporation; and therefore some of their Advocates are apprehensive, that they may be unjustly blamed for
what

what their Predecessors did, and may be made to bear the Load of other Men's Faults; whereas it is enough, in all reason, if every Man carries his own. In this we are agreed; but we apprehend that this Publication will not be attended with such a dreadful Consequence; but, for fear it should, whenever we could, we have mentioned the earliest Date of any Mismanagement; and surely, the present Members will not be blamed for what was done before they were concern'd, except so far as they imitate their Predecessors in their present Practice. To give one Instance, the greatest Embezzlement has been in the Lending-Cash; and the largest Draught upon that was made, as we have said, about the Year 1675. For this, we presume, no Person now living will be blamed. But may it not be of great Use to have it known? By this we put the People upon their Guard, that whenever the Corporation should grow poor, and come into unworthy Hands, its Leaders may not be suffered to finger any more of it, under the Pretence of borrowing and paying Interest for the Sum they take. For this we may depend upon; when they lend themselves Money, they do not intend to pay it. This is the proper Use that should be made of this Account, in other Particulars, as well as this; for notwithstanding what may be artfully, or maliciously given out, as to our Design in publishing it, it is done, not so much with Regard to what is past, as with a View to what is to come.

12 Sept. 1747.

A LIST

A
L I S T
O F T H E
S U B S C R I B E R S.

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wich, two Books.
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of Waldringfield.
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 Mr. Nathaniel Goodrich.
 Mr. Allen Goodwyn.
 Mr. Gravenor.
 Mr. John Gravenor.
- The Right Hon. Pryce Lord Vis-
 count Hereford, *six Books.*
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 Mr. William Hammond, *Apoth.*
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| <i>Minister of St. Nicholas, Ipswich.</i> | Mr. Thomas Wythe. |



AN
ACCOUNT
OF THE
GIFTS *and* LEGACIES, &c.



Mr. TOOLEY'S FOUNDATION.



R. Henry Tooley, Portman of Ipswich,
by his Will, dated *Nov. 4, 1550,*
among other Legacies, gave to the
repairing of *Bone Bridge* 100 *l.*—
to the amending of the Haven of
the said Town 20 *l.*—Towards re-
pairing and amending the Highways
from *Ipswich* to *Debenham* 100 *l.* besides what is be-
stowed, [*viz.* in his Life-time;] and if any of it may be
spared, then to be bestowed upon the Highways lead-
ing from the said Bridge towards the Heath to Lon-
don-wards.—Also to every Maid, that his Executors
should think poor, which shall marry within *Ipswich,*
on the Day of her Marriage, who is fatherless, twenty
Shillings, until 60 *l.* should, by his Executors, be
distributed amongst them.—And in respect of his
Alms-Houses, his Will runs thus.

2 Mr. TOOLEY'S FOUNDATION.

[A.] "I Will that my Executors shall cause one
 " Alms-House to be prepared, or made, within *Ips-*
 " *wich* aforesaid, where they shall think most requi-
 " site, (in case that I shall not cause one to be made
 " myself) for TEN Persons, which at the Time of
 " the Receipt of them into the said House shall be
 " tryed *unfainedly* *Lame*, *by occasion of the King's Wars*,
 " *or otherwise*; that cannot acquire or get their Living,
 " *or the one Half thereof.*"

[B.] "And in case there be not so many in *Ips-*
 " *wich* found *Lame*, that then of *Aged and Decrepid*
 " *Persons*, which be not able to get their like Living, the
 " Want thereof to be supplied, and so continued
 " from Time to Time, during twenty Years."

[C.] "Provided always, that there be no other
 " Women amongst the said Persons than only their
 " Wives; and in case that any of them shall chance
 " to keep misorder or misrule, He or She to have
 " Warning thereof; and in case that after He or She
 " shall offend, then to be removed, avoided, and put
 " out, and another to be placed where He or She
 " was; unless the Person so offending shall chance to
 " be married, in which case I Will the Offender shall
 " have twice Warning; and if He or She shall after
 " the second Warning offend, then both the Husband
 " and the Wife to be avoided, and others to be
 " placed where they were."

[D.] "And further I Will, that the said Persons
 " shall have Continuance, and be ordered as within a
 " certain Schedule to this my Will annex'd, or where-
 " unto my Hand and Seal shall be set, may appear:
 " Which Instrument and Writing shall be Tripartite
 " indented, and the Parts to remain as in the same
 " shall appear, and as shall be further expressed in
 " my Will made concerning the Disposition of my
 " Lands, wherein the yearly Revenues for the Main-
 " tenance, and Continuance of the said House shall
 " appear; and in case that no such Instrument shall
 " be made by me, I refer the doing thereof to my
 " Exccu-

“ Executors.”——[And he appointed *John Southwell*, Gent. his Cousin *Robert Daundy*, *William Daundy*, and *Richard Bride* alias *Birde*, his Executors.]

[E.] “ And I will, that they [his Executors] shall employ and bestow the whole clear Revenues and Profits of all and singular the Premises, [viz. his Manors, Houses, and Lands, before-mentioned in his Will] “ that shall come to their Hands, to the only Uses, Intents, and Purposes hereafter in this my Will expressed; that is to say, That they my said Executors, during the Term of Twenty Years next after my Decease, shall pay, bestow, and distribute, the yearly Revenues to them coming and growing of the Premises, besides the Out-Rents and other casual Charges, in and about the Sustainment and finding of such TEN poor Persons as be rehearsed in my Testament to be found within such Alms-house, as shall be made or prepared by my Executors within *Ipswich* aforesaid, in Manner and Form as in such Writing indented as shall be made and signed by me the said *Henry*, shall be expressed and declared. And in case that I the said *Henry* shall not make and sign such Writing indented, wherein my Mind may be expressed touching the Premises, then as now, and now as then, I will that my said Executors, who knoweth my Mind and Order therein to be had, shall accordingly, during the said Twenty Years, find TEN Persons within the said Alms-house Cloathing and Fire-wood; and of the rest of the said Revenues, during the said Twenty Years, to pay and disburse weekly to every of the said TEN Persons *Six Pence*: And to such of them as can get least, or else nothing towards their Living, to give of the said Revenue such Portion of Money more, as by them my said Executors shall be thought meet and needful. And I will, that after the said Twenty Years next ensuing my Decease are expir'd, the Manor of *Ulverston-Hall*, and also the Messuages, Lands, and Hereditaments, now

4 Mr. TOOLEY'S FOUNDATION.

“ in the Farm of *Lawrence Cortenal* and *Nicholas Sor-*
 “ *ril*, shall remain to my said Executors and their
 “ Heirs, to the only Use of them and their Heirs, to
 “ the Performance of this my last Will and Testa-
 “ ment.” [In like Manner he mentioned his other
 “ Estates.]

[F.] “ And further, I will that my Executors
 “ shall make Suit, and obtain, if they can, the King’s
 “ Majesty’s Licence for the amortizing and continu-
 “ ance of the said Alms-house with Ten poor Persons
 “ therein.”

[G.] “ And that the aforesaid Manors and Here-
 “ ditaments, or as much thereof as shall be thought
 “ requisite by my said Executors, or the Survivors or
 “ Survivor of them, may by virtue of the said Li-
 “ cense be employed to the Maintenance and Enlarge-
 “ ment of the said Alms-house, and the living of the
 “ said poor Persons therein.”

[H.] “ And such Part, or so much thereof as they
 “ shall reserve in their own Hands, which they shall
 “ not think needful to employ to the finding of the
 “ said poor Persons, the same, or so much thereof as
 “ shall be thought requisite by them, I will, shall be
 “ yearly bestowed by them my said Executors *upon the*
 “ *Reparations as I have, and as they shall make*, by vir-
 “ tue of my last Testament, or this my last Will.”

[I.] “ And I will, that the yearly value of such
 “ Lands as shall be designed to the finding of the said
 “ poor Men, and also the yearly Value of such Lands
 “ as shall be designed *to the Repairing and Maintenance*
 “ *of the said Highways*, shall be express’d in the said
 “ License; and such Part of the said Revenues as shall
 “ be left, and not requisite to be bestowed by them
 “ yearly in the said Highways, and amongst the said
 “ poor Men, I will they shall bestow in and about the
 “ repairing of the said Alms-house, and of other my
 “ Houses and Farms whereof they shall take the Pro-
 “ fits by virtue of this my Will, and in and about
 “ *other Deeds of Charity, which they shall think requi-*
 “ *for my Soul.*” [K.]

MR. TOOLEY'S FOUNDATION. 5

[K.] He further directed, that if any Doubt should arise concerning his Meaning in any Part of his Will, the aforesaid *John Southwell*, Esq; and *William Birde* should settle and explain it, to whom he had fully disclosed his Intentions.

In pursuance of Mr. *Tooley's* Direction in Clause [F.] his Executors obtained the Royal Letters Patents, which bear Date *November 30*, in the Third and Fourth Years of *Philip* and *Mary*, or 1556; and are to the following Effect.

‘ *Philip* and *Mary*, D. G. King and Queen of *England*, *Spain*, *France*, both the *Sicilies*, *Jerusalem*, and
‘ *Ireland*, Defenders of the Faith, &c. Whereas *Henry*
‘ *Tolye*, late of *Ipswich* in the County of *Suffolk*, Merchant, deceased, as well by his last Will and Testament in Writing, as by Word of Mouth, willed,
‘ that a certain Alms-house for the Support of Ten
‘ poor Persons in *Ipswich* aforesaid, by his Executors,
‘ with the Royal License, or otherwise, as to them
‘ should seem best, should be made and erected, for
‘ ever to endure: Which said *Henry Tolye* made,
‘ constituted, and appointed *John Southwell*, Esq; *Robert Daundy*, *William Daundy*, and *Richard Bride*, alias
‘ *Byrde*, to be the Executors of his said last Will and
‘ Testament; And for the Maintenance of the said
‘ Alms-house, and of the said Ten poor Persons to be
‘ supported in it, and for the Reparation, Amendment,
‘ and Maintenance of the Highways in and near *Ipswich*
‘ aforesaid, the said *Henry* by his said Testament, and
‘ by other Writings in his Life-time, willed, assigned,
‘ gave, granted, and secur'd, to his said Executors
‘ and their Heirs for ever, divers Manors, Lands, Tenements, Rents, Reversions, Services, and Hereditaments, of the said *Henry* in the said County of *Suffolk*,
‘ to the annual Value of One Hundred Marks and upwards by the Year, as we have heard, as well by the
‘ Relation of the said Executors as of others our
‘ faithful

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‘ faithful Subjects, and as by the said last Will and
 ‘ Testament of the said *Henry*, and by the other Writ-
 ‘ ings by him in his Life-time made, may more fully
 ‘ appear.

‘ Now We not only approving the honest Endea-
 ‘ vours and pious Intentions of the said *Henry* in this
 ‘ Behalf, who by all Ways and Means consulted the
 ‘ good Provision of the Poor and Lame; But also
 ‘ being by our Clemency inclined towards the humble
 ‘ Petition of the aforesaid *John Southwell*, &c. the
 ‘ Executors of the aforesaid *Henry Tolye*, to us made,
 ‘ for the erecting and building the said Alms-House
 ‘ for the Comfort and Support of the Poor, the Maimed,
 ‘ and Infirm; and having nothing more at Heart, than
 ‘ the Advancement of true Piety and Works of Cha-
 ‘ rity, to the Glory of Almighty God, and the com-
 ‘ mon Utility and Felicity of our Subjects;

‘ Therefore, of our especial Grace, certain Know-
 ‘ ledge, and mere Motion, we have granted and given
 ‘ Licence, and by these Presents do grant and give
 ‘ Licence, for Us, our Heirs, and the Successors of
 ‘ the aforesaid Queen, as much as in us lieth, unto
 ‘ the aforesaid *John Southwell*, &c. and any of them,
 ‘ that they and any of them, or their Executors, or
 ‘ any one or more of them, may found, build, erect,
 ‘ make, and establish an Alms-House in the Town
 ‘ of *Ipswich* aforesaid, which shall be called the Alms-
 ‘ House of *Henry Tolye* in *Ipswich* in the said County of
 ‘ *Suffolk*: And that they, or any of them, may make,
 ‘ ordain and appoint good, necessary, and fit Orders,
 ‘ Statutes and Rules in Writing between them, or
 ‘ any of them, and the Bailiffs, Burgeesses, and Com-
 ‘ monalty of the Town of *Ipswich* aforesaid, concern-
 ‘ ing the Direction, Governance, Utility, and Order
 ‘ of the said Alms-House, and of the Poor therein;
 ‘ and other Things appointed, or to be appointed,
 ‘ touching and concerning the said Alms-house, and
 ‘ the Ordinance, Governance, Preservation, Disposi-
 ‘ tion of the Rents, Reversions, Possessions, and Goods,
 ‘ for

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‘ for the Sustainment and Maintenance of the said
‘ Alms-house; and all and singular the said Orders,
‘ Statutes, and Rules aforesaid, to change, renew, in-
‘ novate, and to make and appoint other new Orders
‘ and Statutes in the room of the old ones, from time
‘ to time, whensoever, and as often as it shall seem to
‘ them, or to Two of them, necessary, fit, or conve-
‘ nient.

‘ And that the said Bailiffs, &c. and their Successors,
‘ may have full Power and Authority from time to
‘ time, to fulfil and execute, and by all, and in all
‘ Things, fully to perform all and singular the Orders,
‘ Statutes, Rules, and Ordinances aforesaid so made
‘ or to be made: And also to appoint, assign, nomi-
‘ nate and create, such, and so many Officers and Ser-
‘ vants, for the Execution of the said Statutes and
‘ Orders; and to remove all and singular the said
‘ Officers and Servants from time to time, and to ap-
‘ point new ones in the Places of them, or of any of
‘ them whensoever it shall seem to them expedient,
‘ without Hindrance from Us, or the Heirs or Suc-
‘ cessors of Us, or of any one or more of our Justices,
‘ Escheators, Sheriffs, &c.

‘ And further, Know YE, That of our more abun-
‘ dant Favour, certain Knowledge, and mere Motion,
‘ as much as in Us lieth, We have granted and given
‘ License, and by these Presents, for Us, our Heirs,
‘ and the Successors of the said Queen, we do give
‘ and grant License to the aforesaid *John Southwell*,
‘ &c. that He, or any of them, after the said Alms-
‘ house shall be built, founded, &c. or before, shall
‘ and may give and grant unto the Bailiffs, &c. of *Ips-*
‘ *wich*, Manors, Messuages, Lands, Tenements, Rents,
‘ Reversions, Services, and Hereditaments, situate,
‘ lying, and being in the said County of *Suffolk*, or
‘ elsewhere within our Kingdom of *England*, of whom-
‘ soever they may hold, and although they hold of
‘ Us immediately by Military Service, or otherwise;
‘ Provided, the said Manors, &c. do not hold of Us

‘ in

8 Mr. TOOLEY'S FOUNDATION.

' in *Capite*, and the yearly Value thereof does not ex-
 ' ceed ONE HUNDRED Pounds, To have them, to
 ' them and their Successors for ever, under such Con-
 ' ditions and Covenants, and in such Manner and
 ' Form, for the Support, Maintenance, and Continuance
 ' of the said Alms-house; and also for the Repair,
 ' Amendment, and Upholding the Highways and Bridges
 ' about or near the said Town of Ipswich, or any where
 ' else, (alibi ubicunque) as the said John Southwell, &c.
 ' or two of them, shall judge best.'

In like manner the said King and Queen gave Li-
 cence to the Bailiffs, &c. of *Ipswich* to receive the said
 Manors, &c. And we omit the Remainder of the
 Charter as it does not differ from the usual Form.

There was some Misunderstanding between Mr.
Tooley's Executors and the Corporation, but with the
 Assistance of Sir *Nicholas Bacon*, at that time Lord
 Keeper of the Great Seal of *England*, every Thing
 was settled, and the following Plan for the Manage-
 ment of this Charity was agreed upon, as appears by
 an Indenture Tripartite, dated July 16, 1562, be-
 tween *The Right Rev. Father in God John Lord Bishop*
of Norwich on the first Part; *The Executors of Mr.*
Tooley on the Second; and *the Bailiffs, &c. of Ipswich*
 on the third Part. In which the said Corporation of
Ipswich did bind themselves and their Successors to
 observe, perform, and keep all the Orders, Rules,
 and Statutes hereafter mentioned, truly, faithfully,
 and inviolably.

" 1. And *First*, That there shall be provided with-
 " in the said Town of *Ipswich*, one convenient House
 " for poor People, with FIVE Lodgings in the same,
 " to be kept and maintained for ever, and called, *The*
 " *House of the Poor of Mr. TOOLEY'S FOUNDATION.*
 " 2. And that there shall be found yearly, with
 " the Issues, Revenues and Profits of the Premises,
 " TEN poor Persons, in such Manner as is hereafter
 " expressed, within the said House; Those that are
 " married

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" married together shall have one Lodging together ;
 " and those that are unmarried, shall be two to one
 " Lodging, so they be both Men, or both Women :
 " Also, That every of the Poor Persons shall have
 " Weekly, every *Friday, Six Pence* ; and every second
 " Year, on the Feast of St. *Andrew the Apostle, a Li-*
 " *very, with a Badge, price Thirteen Shillings and Four-*
 " *pence* : And also, yearly, between *Michaelmas* and
 " *All-Saints, one Hundred able Faggots of Wood to every*
 " *of the same FIVE Houses, brought in and deliver'd.*
 " All such Sums of Money, Livery, and Fewel, shall
 " be paid and delivered to them in Form aforesaid, by
 " the Wardens of the said House of the Poor, to be
 " elected as hereafter is declared. And if any of the
 " said Poor shall chance to be visited with Sickness,
 " that then *such further Relief shall be granted during*
 " *the Time of their Sickness, as by the Orders of the*
 " *said Wardens, subscribed with their Hands, shall be*
 " taken. Also that every Couple of the said poor
 " Persons lodging together, shall have, with such Stuff
 " as they shall bring thither, a Bed furnish'd with one
 " Mattrafs, one Bolster, two Blankets, one Covering,
 " and three Pair of Sheets, and *always to be renewed,*
 " *as often as they shall require, by the Wardens aforesaid*
 " *for the Time being.* And when any of the said Per-
 " sons die, the Furniture and Stuff aforesaid shall re-
 " main to such poor Persons as shall succeed in their
 " Places, by Election of the said Wardens for the
 " time being. And that *no Person shall be chosen* to be
 " relieved and placed in the said House, *who is other-*
 " *wise able to live.* And that the said TEN Persons
 " shall be elected and chosen out of the *Poor Inhabi-*
 " *tants* of the Town of *Ipswich*, except there are not
 " so many Persons in the said Town ; and then, that
 " they be filled up with other poor Persons living *near*
 " *the said Town, by the Direction of the said Wardens*
 " *for the time being.*"

" 3. Also if any of the said Poor, after their
 " Election and Reception into the said House, shall

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“ be found guilty of any notable Vice, as Felony,
 “ Whoredom, Bawdry, or such like Vice or Crime,
 “ they shall be removed out of the said House, and
 “ discharged the said Relief, by the said Wardens for
 “ the Time being. And also that every of the said
 “ poor Persons, being in Health, shall be every Sab-
 “ bath-Day, Feast-Day, and Working-Day, at the
 “ Beginning of Morning and Evening Prayers at *St.*
 “ *Mary Key Church*, where the said *Henry Tooley* was
 “ buried, and there shall continue during all the said
 “ Prayers and divine Service, comely, virtuously, and de-
 “ voutly using and behaving themselves.”

“ 4. And that the meetest and discreetest of them,
 “ at every Morning and Evening Prayers, shall di-
 “ stinctly say this Prayer following : *O Almighty and*
 “ *most merciful Father, incline, we beseech thee, thy most*
 “ *gracious Ears, unto us thy poor Creatures, but yet the*
 “ *Work of thy Hands, which here upon our Knees do*
 “ *yield unto thy divine Majesty, from the Bottom of our*
 “ *Hearts, our most humble Thanks for thy continual bud-*
 “ *ding Benefits daily exhibited to us ; but especially, for*
 “ *that it hath pleased thy Holy Spirit to move and stir the*
 “ *Heart of Henry Tooley, deceased, late Merchant of*
 “ *this Town, to will and give Lands and Possessions suf-*
 “ *ficient for the Relief of us thy poor Servants, and to the*
 “ *Performance of divers other Deeds of Charity about*
 “ *this Town. And further we pray thee to endow from*
 “ *time to time perpetually with thy Grace, all those Per-*
 “ *sons that now have, or hereafter may have, the Disposition*
 “ *of the Profits of the said Lands and Possessions ; as this*
 “ *Work well begun, may be for ever continued, to the Com-*
 “ *fort of thy poor Creatures, and to the setting forth of thy*
 “ *Honour and Glory. God save and preserve the Queen's*
 “ *Majesty, her Heirs and Successors, and Sir Nicholas*
 “ *Bacon, Knight, Lord-Keeper of the Great Seal of Eng-*
 “ *land, and his Offspring, Devisor and Maker of the*
 “ *Ordinances for well executing of the Will of the said*
 “ *Henry Tooley, and John Southwell, Esq ; Richard*
 “ *Bryde, Gent. and William Dandy, Merchant, Exe-*
 “ *cutors*

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“ *cutors of the said Henry Tooley's Will, and the Bai-*
 “ *liffs, Burgeses and Commonalty of the Town of Ips-*
 “ *wich, appointed to see the Execution of the same Will.*
 “ *Amen.* And that all the rest shall say after him,
 “ Sentence by Sentence; and if any of them shall
 “ make Default, and be absent from the said Evening
 “ and Morning Prayers, without a reasonable and law-
 “ ful Let or Impediment, they shall be abated *that*
 “ *Week's Relief*, and for the *second* Default *two Weeks*,
 “ and for the *third* they shall be *removed* out of the said
 “ House. And if any be able to work and refuse so
 “ to do; or shall waste their Time in Diceing, 'Ta-
 “ bling, Drinking, or any other unlawful Game, and
 “ being thereof warned by the said Wardens, or two
 “ of them, shall commit the like Offence, they shall
 “ be abated of their Relief for Fourteen Days follow-
 “ ing; and for the next Offence, double so much; and
 “ for the third like Offence, shall be removed out of
 “ the said House: Or if they shall suffer any other to
 “ be lodged with them, without the special License of
 “ the said Wardens, or Two of them.

“ 5. And that *every of the said Wardens weekly, in*
 “ *their Seniority and Course, shall, during one whole Year*
 “ *next after their Election, resort to the said House, to see*
 “ *the said poor People observe and keep these Rules, Or-*
 “ *dinances and Statutes, in all Points:* And when any
 “ poor People shall be admitted into the said House,
 “ or removed for any of the Causes aforesaid, their
 “ Admittance or Removal shall be enter'd into the
 “ Book, and the Names of the Wardens shall be sub-
 “ scribed thereunto.

“ 6. And that the Executors of Mr. Tooley shall be
 “ Wardens as long as they live, without they refuse
 “ the same: And that afterwards, four discreet Per-
 “ sons, of the Inhabitants of the said Town of *Ipswich*,
 “ shall be chosen by the Bailiffs, Aldermen, and Twen-
 “ ty-four-Men, or by the more Part of them, to be
 “ Wardens of the Rents and Revenues; of which
 “ Wardens, *Two* shall be of the said *Aldermen*, and

“ *Two* of the said *Twenty-four-Men*. And that the
 “ said Wardens from *Michaelmas* next ensuing their
 “ Election, during one whole Year, shall have the
 “ Rule and Governance of all the said Manors, Lands,
 “ and Premises, and all the Rents and Profits thereof;
 “ and the employing and distributing of the same, ac-
 “ cording to the Rules and Ordinances aforemention’d.
 “ And that, of those four Wardens, the *younger Al-*
 “ *derman* shall be *Renter-Warden* for that Year: And
 “ that He only shall collect and gather all the Rents
 “ and Profits of all the Premises for that Year. And
 “ *at the End of the Year*, shall make a true Account
 “ of all the Revenues of the Premises for that Year,
 “ *before the Bailiffs, Aldermen, and Twenty-four-Men,*
 “ or the more Part of them. And that, at the finishing
 “ the said Account, *the said Renter-Warden* shall im-
 “ *mediately pay to the Auditors of the said Account, the*
 “ *Overplus that is not employed or bestowed according to*
 “ *the Rules and Ordinances aforesaid;* which Sums of
 “ Money shall be immediately put into the common
 “ Chest, there to be safely kept for to be distributed in
 “ Form aforesaid. And that *after the said Account*
 “ *is finished,* the Office of Wardenship, of that Al-
 “ derman that was not Renter Warden, shall cease,
 “ and also the Office of the younger of the said two
 “ Wardens chosen out of the *Twenty-four-Men* shall
 “ likewise cease: And in the Places of those two, *one*
 “ *other Alderman,* and *one other of the Twenty-four-Men*
 “ shall immediately be chosen Wardens, by the said Bai-
 “ liffs, Aldermen, and *Twenty-four-Men*, or the more
 “ Part of them, for the Year following: And that the
 “ *first-chosen* Warden of the *Twenty-four-Men* shall be
 “ *Renter-Warden* for that Year: And so from Year
 “ to Year for ever, *one Year one of the said Aldermen,*
 “ and *one Year one of the said Twenty-four Men;* and
 “ the said like Election of Wardens shall be yearly
 “ made for ever.

“ 7. And That, the said Renterwarden shall not
 “ make any extraordinary Payment or Allowance for
 “ Repa-

“ Reparations, or other Cause, exceeding the Sum of
 “ TWENTY Shillings, without the Consent of his
 “ Brother Wardens, under their Hands enter'd in
 “ the said Book. And if *any of the Wardens should*
 “ *die or depart out of the Town to inhabit elsewhere,*
 “ then, immediately, *his Office shall cease,* and one of
 “ the said Aldermen or Twenty-four-Men shall be
 “ chosen by the said Bailiffs, Aldermen, and Twenty-
 “ four-Men, or the major Part of them, to supply
 “ the Room, and finish the Year begun by the said
 “ Warden that shall fortune so *to die or depart.* And
 “ that upon the Election of the said Wardens, these
 “ said Ordinances, Rules, and Statutes, shall be to
 “ them read by the Town-Clerk of the said Town of
 “ *Ipswich.* And that *they shall be sworn* before the
 “ said Bailiffs *to do their Endeavour to see and procure*
 “ *the Rules and Statutes in all Points to be performed,*
 “ and well and truly execute their Offices in manner
 “ and form above-mentioned.

“ 8. And that the said Bailiffs, Burgeesses, and
 “ Commonalty, shall not make at any time hereafter
 “ any Lease of the Premises or any Part thereof,
 “ without the Assent of the said Wardens entered
 “ into the said Book, and subscribed with their Hands,
 “ And that *no Lease shall be made for more than eleven*
 “ *Years* from the Day of the making thereof; nor
 “ shall any Lease of the Premises or any Part thereof
 “ have continuance above one Year after the making
 “ the new Lease. And that at least *the old Rent shall*
 “ *be reserved yearly, payable to the Lessors at the*
 “ House of the Poor at *Michaelmas,* and at *Lady-Day,*
 “ by even Portions. And that in every Lease be con-
 “ tained a Proviso, *that no Waste shall be done to the*
 “ Premises, nor shall they assign over the same to
 “ any Person without the Consent of the Lessors and
 “ their Successors, and the Wardens for the time be-
 “ ing, first had. And within the first seven Years
 “ they shall deliver unto the Wardens a perfect Ter-
 “ rier of all the said Lands and Tenements to them
 “ de-

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“ devised, which shall be immediately registred in the
“ said Book.

“ 9. And that if the Profits of the Premises should
“ at any Time hereafter be sufficient to maintain *any*
“ *more* poor Persons, in Manner and Form abovemention'd,
“ than the said TEN, that then there shall be
“ so many therewith yearly found and maintained with
“ *the like Allowance, and in such Manner as the other*
“ TEN, as shall be thought good by the Bailiffs, and
“ by the Wardens for the time being. And that the
“ said poor Persons shall in all Points observe and
“ keep all the Orders, Rules, and Statutes, as are
“ prescribed and appointed to the said TEN, and
“ upon such Pains and Penalties as is aforesaid : And
“ the Residue of the Rents and Profits shall be yearly
“ put into the said Chest, to be employed and bestowed
“ for the Uses aforesaid. And that after the
“ Deaths of both *Alice Tooley* and *Alice Twaytes* [who
“ had Annuities out of the Estate] the Wardens of the
“ said House of the Poor for the Time being shall
“ yearly bestow of the Rents, Issues, and Profits of
“ the Premises *in and towards the Repairing and Amending*
“ *the Highways near and about the said Town of*
“ *Ipswich*, by the Discretion of the said Wardens ;
“ and the Residue of the Rents, Issues, and Profits
“ thereof, after the said poor Men be found sufficiently
“ as aforesaid, shall be yearly put into the said Chest,
“ to be bestowed from time to time to the Intents and
“ Uses aforesaid.

“ 10. And that the said Executors, if they have a
“ mind to it, shall be Wardens as long as they live ; and
“ after their Decease, the said Bailiffs, Burgessees, and
“ Commonalty, and their Successors, shall from time
“ to time, ONCE in FIVE Years, *see out one Writ of*
“ *Commission out of the Court of Chancery*, to be directed
“ unto Six Gentlemen of the said Shire of *Suffolk*, authorizing them, *five, four, or three* of them, to repair to the said Town of *Ipswich*, and then to visit,
“ examine, and consider, by all good Ways and
“ Means,

“ Means, as by their Wisdom shall be thought meet
 “ and convenient, whether all the Ordinances, Rules,
 “ and Statutes aforesaid, have been by the Wardens
 “ for the time being, truly performed and kept; and
 “ there to tax and assess such Fine and Fines on every
 “ of the said Wardens, for every Breach or Default
 “ of the said Rules and Ordinances, found upon them,
 “ by due Proof or good Examination, by the said
 “ Wardens, or any of them, to be committed, suffered,
 “ or done, as in their Wisdoms and Discretions shall
 “ be thought most meet and convenient for the Qua-
 “ lity of the said Offences: The said Fines to be levied
 “ of their Goods and Chattels within the said Town
 “ of *Ipswich*, and the same to be employed and be-
 “ stowed according to the Rules and Ordinances afore-
 “ said. And because the Right Honourable Sir *Ni-*
 “ *cholas Bacon*, Knight, now Lord-Keeper of the
 “ Great Seal of *England*, hath taken great Pains and
 “ Travail in devising the said Rules, Ordinances, and
 “ Statutes, and in compounding the Controversies be-
 “ tween the said Executors and the said Bailiffs, &c. it
 “ is ordained, that after the Death of the said Lord
 “ Keeper, *his Heir Male*, being within the said Shire of
 “ *Suffolk*, and being able to spend 400 Marks a Year,
 “ and of full Age, shall always be *one* of the *six* Gen-
 “ tlemen named in the said Commission of Visitation:
 “ And that the Bailiffs, &c. *shall find them a convenient*
 “ *Place for the said Commissioners to meet in; and also*
 “ *for the Wardens to have Access to.*”

And in Hilary Term next after the Date of this In-
 denture, Mr. *Tooley's* Executors by a Fine assured all
 the said Manors, Messuages, Lands, and Premises, to
 the said Bailiffs, Burgeesses, and Commonalty aforesaid,
 and their Successors for ever, for the Purposes aforesaid.

The Reader has now before him a full Account of
 the Foundation of this Charity, as it was first sketched
 out by Mr. *Tooley* in his Will; confirm'd by the Royal
 Charter of *Philip and Mary*; and finally settled and
 establish'd by my Lord Keeper *Bacon*, in this last recited
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Indenture, which the Corporation have bound themselves for ever to observe.

From this Account it appears, 1. That *the Corporation at large*, i. e. The Bailiffs, Burgeffes, and Commonalty of *Ipswich*, are no otherwise concern'd with this Charity, than as *Trustees*, in whom the Property of the Estates is vested. 2. That *the Assembly*, i. e. the Bailiffs, Portmen, and Common Council, or Twenty-four-Men, are entrusted with the Choice of the Wardens, and the passing of their Accounts. And 3. That as *Mr. Tooley* entrusted his *Executors* with the Receipt, Management, and Disposition of the Profits of his Estates, so since their decease, this Power is devolv'd upon the *Wardens* for the time being. Therefore, after stating the Account of the Annual Produce of this Charity, we shall add whatever we have to offer concerning the present or future Management of it, in respect to these several Trusts, and in the Order they are here mentioned.

What the Annual Value of *Mr. Tooley's* Estates was at the Time of his Decease is uncertain. We see in 1556, they were supposed not to exceed 100 Marks. But the present Rent-Roll is as follows,

	<i>l.</i>	<i>s.</i>	<i>d.</i>
<i>Ulverston Hall</i> Farm, ————	140	00	00
Quit-Rents of the Manors of <i>Ulver-</i> <i>ston and Sackvyl's</i> , ————	22	11	00
<i>Mr. Rudland's</i> Farm at <i>Claydon</i> , ————	70	00	00
<i>Mr. Aldus's</i> Farm at <i>Whitton</i> , ————	75	00	00
Half of <i>Mr. Rivers's</i> Farm at <i>Whitton</i> , —	40	00	00
Part of <i>Blomfield's</i> Farm at <i>Whitton</i> , —	6	15	05
Part of <i>Kersey's</i> Farm at <i>Ottley</i> , ———	37	00	00
	391	05	05

But these Estates are subject to the	}	4 11 00
Payment of 2 <i>l.</i> The Collector of		
the Quit-Rent is allow'd 2 <i>l.</i> 11 <i>s.</i>		
Which reduces the Annual certain	}	386 15 05
Rent to ————		

And the Corporation have of late Years covenanted to do the Repairs. The

The *Fines* arising from the Manors of *Ulverston* and *Sackwyl's* are in their own Nature uncertain : But in the thirty Years which bounded the Enquiry of the Committee, they amounted to 486 *l.* 13s. 6d. which at a Medium is about 16 *l.* *per Ann.* And this Charity is moreover entitled to two Houses in *St. Hellen's*, and to the further annual Rent of 6 *l.* *per Ann.* which it hath not, but ought to have from a Farm at *Ottlev* ; of which we shall say more in our Account of *Christ's* Hospital.

I. The Property of these Estates is vested in the Corporation, who are the *Trustees* for it ; As such they ought to take Care that none of them are embezzled, or applied to other Uses ; and they are entrusted with the Power of *Leasing* them, but under the Covenants and Restrictions mentioned in the Indenture (Clause 8.) *viz.* 1. Not *without* the Assent of the *Wardens.* 2. Not for more than *eleven* Years. 3. Not to suffer *any Waste* to be committed. 4. Not to suffer the Lease to be *assign'd over* without their Consent. 5. And they are to *reserve*, at least, the *old Rent.*

But these Conditions have not always been observ'd.

For the two Houses in *St. Hellen's* above-mention'd were leased out in 1655 upon a Lease of NINETY NINE Years, upon the reserved Rent of no more than ten Shillings each House ; and for a Fine of fourscore Pounds. And the Inconvenience of this Practice is sufficiently apparent from this Instance ; for it has fraudulently been pretended by some of the Lessees of these Houses, that *the Fee* has been in them. See the *Account of Smart's Charity.*

The Committee found likewise that *Mr. Rudland* was permitted by his Lease to *commit Waste*, for by one Clause he had a Power to *sell Chalk*, which tends to the Diminution of the Value of his Farm ; and was in their Opinion injurious to this Charity.

They found likewise another Clause in *Mr. Rudland's* Lease, which is less justifiable than the preceeding : For by it He is bound to furnish Lime *for all*

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Corporation Work at less than Half the common Price.
This Covenant is plainly injurious to the Charity.

There is one thing more which this Corporation is justly blameable for, which is the not suing a Commission out of the Court of Chancery, which by Clause 10. of the Indenture they have obliged themselves to do *every five Years*. But this has been for several Years, either wilfully omitted, or, at least, neglected. There has been none since the Year 1723. And the Committee were of Opinion that the Irregularities in disposing of the Money of this Charity were in a great Measure owing to this Neglect. It is now hoped that this will soon be done, and that *proper Persons* will be appointed Commissioners for this Purpose. It should not be delayed much longer; for if it be, the Commission will probably be applied for from another Quarter, and then it will come with the worse Grace.

II. As to the Trust that is vested in the Assembly, viz. The Choice of Wardens, and the passing of their Accounts, it is so particularly directed by the Indenture, Clause 6. that one would not expect to find any Mistake about it. Yet there has been some Irregularity in this respect.

For 1. It is observable that this Charity was wisely entrusted with those who were most likely to be proper Persons to manage it. For at the time when the Indenture was made, the Portmen and Common-Council-Men of *Ipswich*, were not only wealthy Men, and therefore more likely to be faithful; but they were likewise considerable Traders, and Men of large Dealings in the Place, which implies and supposes their constant Residence in the Town. However, the Indenture, to prevent all Accidents, expressly provides, Clause 7. That if any of the Wardens should die or *depart* out of the Town to inhabit elsewhere, another should be chosen in his Room. Yet within these few Years, the Assembly have chosen a Renter-Warden, tho' they knew beforehand that he lived in *London*, and would *not reside* here. The Consequence of which

was,

was, that He must perform his Office by a Deputy; And as no Man could expect or desire, that *He* should swear for *his* Deputy, it follow'd from hence, that neither Principal, nor Deputy were sworn at all.

2. It has happen'd too within the Space of 30 Years, that the *same Person* has continued in the Office of Renter-Warden *two* Years together; directly contrary to Clause 6.

3. It has happen'd, that *one Renter-Warden's Accounts about 20 Years ago, were never pass'd at all*; which is the more extraordinary, because the Bailiffs are not to have their Salary before they have pass'd the Renter-Wardens Accounts, and those of *Christ's* Hospital.

4. And it so commonly happens, Year after Year, that we may now truly say, it is become *customary* not to pass these Accounts in the Manner prescrib'd by Clause 6. For instead of doing it *at the End of the Year*, they that do pass them, do it not generally till *a considerable time* afterwards.

And instead of paying the Balance *immediately* upon passing them to the Auditors (*viz.* The Assembly then present) they are generally a much longer time before they part with *that*; and sometimes it happens that it is not paid in *several Years* afterwards.

5. A little more Method and Exactness is wanted in this Affair; for it appeared to the Committee that some of these Accounts were *missing*, and *could not be found*.

6. But from some of those that were in being, it appear'd that some Renter-Wardens had taken the Liberty of laying out *large Sums* of Money without the Consent of the Wardens, to the amount of several hundred Pounds, within the Space of their Inquiry, notwithstanding the first Provision in Clause 7.

To Remedy some of these Inconveniencies, it was recommended to the Corporation by the Committee, that a Book should be kept, in which every Renter-Warden's Account should be enter'd; and at the Be-

ginning of it the aforesaid Indenture Tripartite should be fairly copied, (and the Warden's Oath would very properly be added;) that if any Renter-Warden for the future should lay out any Sums of Money without a proper Authority from his Brother Wardens, he may not plead Ignorance.

III. We proceed now to the Office of Warden, in the Discharge of which every Gentleman should be the more cautious and careful, because he obliges himself at the Entrance upon his Office in the most solemn Manner to be so, by taking the following Oath.

" Ye shall swear, that ye shall do your Endeavour
 " to see and procure the Rules, Ordinances, and Sta-
 " tutes, mentioned in the Indenture Tripartite con-
 " cerning Mr. Tooley's Foundation, *in all Points*, to be
 " performed so near as you can. And ye shall likewise
 " endeavour to the best of your Power, well and truly
 " to execute the Office of Warden whereunto ye are
 " elected, *in such Manner and Form as in the Inden-*
 " *ture is mentioned*: And in all Leases to be made of
 " the Lands of the Foundation, or any Part thereof,
 " during such Time as you shall continue in that Office,
 " you shall, to the best of your cunning and Power,
 " procure the most and best Benefit thereby. So help
 " you GOD."

In respect of this Office we shall shew to what Purposes the Profits of these Estates *should be* applied; how they *are* applied; what is supposed to be wrong in the present Management; and how it is proposed that these Irregularities should be corrected; and then add something in Relation to the Government of the Poor in this Foundation, which will take in the whole of the Warden's Office.

And *first*, the Profits of these Estates are to be applied to the Maintenance of the Poor in Mr. Tooley's Alms-houses; who are to be such as are *unfeignedly lame by Occasion of the King's Wars, or otherwise, that cannot get their Living, or one Half of it*. Therefore, upon every Vacancy, if there be among the Inhabitants of
 Ipswich,

Ipswich, a maimed *Sailor* or *Soldier*, by Occasion of the *King's Wars*, he has a Sort of *Propriety* to be admitted into this Charity, whether He or his Friends be Free of the Corporation or not; *All such* ought to be provided for in the *first* Place; and the Want of them is to be supplied with other *Lame* and *Impotent* Persons: And this ought never to be evaded, because it was clearly Mr. *Tooley's* main Intention. (See his Will, Clause *A.*)

After the poor People in the Almshouse are properly provided for, Mr. *Tooley* directed (See his Will Clause *H.* and *I.*) so much of the Remainder as his Executors should think requisite, to be bestowed upon the *Reparation of the Highways*. And the Indenture requires, that after the Death of *Alice Tooley* and *Alice Thwaytes*, the Wardens—*shall yearly* bestow of the Rents—in—*repairing and amending the Highways near and about Ipswich*, by the Discretion of the Wardens. Clause 9.

The Meaning of which, we presume, is, not that it should be at their Discretion whether they should lay out any thing or not; but that They should determine in what stinking Lane, or in what nasty Road about the Town it is most proper to expend this Money; and what particular Sum should be allowed for the Repair or Amendment of such Lane or Road: And if so, the Total Neglect of this must annually expose the Wardens to the Censure of being unfaithful in their Trust. And it concerns them to consider, how far it is consistent with their Oath: For as the Donation is far from being absurd, improper, or unreasonable in itself, the Question here is not, Whether the Testator might not have disposed of his Estate to a better Purpose? But, whether his Trustees apply it according to his Direction?

For Instance, suppose that any Person should leave his Estate for the Repair of the *Town-Bridges*, in order to free the Inhabitants from the Inconvenience of *Bridge Rates*; if his Trustees, instead of applying it to that Use, should be pleased to give the Income of it away

to so many poor People, at so much a Week ; Would not any Man say they were unfaithful in the Discharge of their Trust ? And as it would not be a sufficient Plea for them to urge that the Law has made a Provision for the Repair of the Bridges ; so neither is it sufficient for the Wardens to urge this in respect of the Highways, because the Law had made a Provision for them before Mr. *Tooley* made his Will : For of common Right, or by common Law, the Parishioners of each Parish are obliged to repair the Highways of it.

We will say then, that some reasonable Portion of Mr. *Tooley's* Revenues ought to be applied to this Purpose, as occasion shall require ; but the particular *Place where*, and *what* particular *Sums* shall be yearly expended, is left to the Prudence and Discretion of the Wardens for the Time being to determine.

It is observeable that *the Wardens* have a discretionary Power by Clause [I.] of applying the Overplus to *other charitable Uses* ; but *the Corporation*, as such, have no such Power. This is mentioned, because the Corporation seems to have interfer'd sometimes improperly in this Matter, and have applied some of the Profits arising from this Estate to *Uses* which are thought, by some, *not to be charitable*. Thus in 25. *Eliz.* [1582.] It was order'd, *that the Flesh-Stalls shall be new builded, and Timber shall be felled at Ulverston-Hall, as well for that Work, as for the Old Kay*. Now tho' the Repairing of the Common-Key, may possibly come under the Notion of a charitable Use, it may be much question'd whether the Repair of the Flesh-Stalls can be made to do so. The Shambles, and Butchery we grant to be a Thing of a publick Nature, in some respect ; but it is certainly as much a Part of the Corporation Estate, as *Handford-Hall* is ; and these Flesh-Stalls are as regularly let as any private House is, and the Rent of them is applied to the private Use of the Corporation. So that by this, the Corporation seems to have converted that Timber to *their own Use*, which should not have been done. For, tho' Mr. *Tooley* might design to give his Estate to the Poor, and the Publick,
He

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He certainly did not intend to give it *the Corporation*. We hope therefore this will not be made a Precedent.

But instead of leaving any Reserve for other Purposes, the present Custom is, to expend the whole Income in the following Manner. All the Persons undermention'd have the Sums set opposite to their Names, given them by the Renter-Warden every Week, *viz.*

	s.	d.		s.	d.
1 Widow Rowning,	2	6	39 Sarah Askew,	1	6
2 Widow Cushion,	2	6	40 Widow Lewis,	1	6
3 Widow Blomfield,	2	6	41 Widow Leman,	1	6
4 Widow Bacon,	2	6	42 Widow Aldus,	1	6
5 Widow Porter,	2	6	43 Widow Garwood,	1	6
6 Widow Shuckford,	2	6	44 Widow Catt,	1	6
7 Widow Freelove,	2	6	45 Widow Wilder,	1	6
8 Peter Aldus,	2	6	46 Sarah Stead,	1	6
9 Widow Dobbs,	2	6	47 Widow Fowle,	1	6
10 Widow Bird,	2	6	48 Widow Lockwood,	1	0
11 Widow Vincent,	2	6	49 Widow Burton,	1	0
12 Widow Leech,	2	6	50 Widow Wilton,	1	0
13 Sarah Truelove,	2	6	51 Widow Blackman,	1	0
14 Widow Seaborne,	2	6	52 Elizabeth Carman,	1	0
15 Widow Hardy,	2	6	53 Widow Partridge,	1	0
16 J. Osborn and his Wife,	2	6	54 Widow Orme,	1	0
17 Widow Philips,	2	6	55 Sarah Hornigold,	1	0
18 Anne Upson,	2	6	56 Susan Seaborne,	1	0
19 Mary Bird,	2	6	57 Widow Fowle,	1	0
20 Widow Hopwood,	2	6	58 Widow Adams,	1	0
21 Sarah Crow,	2	6	59 Anne Seamans,	1	0
22 Widow Goodchild,	2	6	60 Widow Davis,	1	0
23 Susan Goff,	2	6	61 Widow Morgan,	1	0
24 Widow Bennet,	2	6	62 Widow Bennet,		6
25 Widow Benns,	2	6	63 Widow Artis,		6
26 James Holden,	2	0	64 G. Clarke and his Wife,		6
27 Elizabeth Artis,	2	0	65 Widow Sadd,		6
28 Widow Mulliner,	2	0	66 W. Lilly and his Wife,		6
29 Widow Watchum,	2	0	67 Widow Cole,		6
30 Widow Sutton,	2	0	68 John Jervis,		6
31 Widow Turner,	2	0	69 Margaret Carew,		6
32 Widow Howes,	2	0	70 Widow Wilde,		6
33 Widow Bull,	2	0	71 Widow Warren,		6
34 Ann Jervise,	2	0	72 Widow Silvester,		6
35 Widow Pinborough,	2	0	73 Widow Day,		6
36 Elizabeth Coe,	2	0	74 Widow Nuthall,		6
37 Lydia Crick,	1	6	75 Widow Starkey,		6
38 Widow Vincent,	1	6	76 Widow Daldy,		6

These

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These poor People have, besides their Pay, Coals and Linnen, Stockings and Shoes, sometimes more, sometimes less; but generally the Coals amount in the Year to the Value of about 50*l.* the Cloathing to about 20*l.* And in case of Sickness some further Provision is made for them at the Warden's Discretion. This is the regular Allowance which is profess'd and intended to be given them; that is, when the Income will admit of it; But this it will not always do.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
For the weekly Pay-Bill above given } amounts in the Year to — — — }	318	10	0
Coals and Cloathing to — — — — —	70	0	0
The Minister of <i>St. Mary Key</i> has — —	4	0	0
The Renter-Warden — — — — —	2	0	0
The Clerk of <i>St. Mary Key</i> — — —	1	0	0
The Staff-Bearer — — — — —	1	0	0

	396	10	0
But the whole Rack Rent, as stated } above, is no more than — — — }	386	15	5

So that the common Expence exceeds } the Income }	9	14	7
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And in this Account there is no Allowance for Repairs, which the Fines will not answer; nor any Reserve for the sick Poor, nor the Highways, both of which by the Indenture are entitled to a further Share. And from hence it sometimes happens that a cautious Renter-Warden, perceiving the Money will not hold out, refuses to allow them, sometimes the Coals, sometimes the Cloathing, to the great Disappointment and Hardship of the Poor. It is a real Hardship, because when a Person is in the Foundation, their Friends are apt to think them provided for, and they find more Difficulty in getting Relief elsewhere, than those who are left at large to subsist by the mere Generosity of their Friends.

It is certain then, that under the present Management, the annual Income of this Charity will not support

port the annual Expence of it. And yet the Poor have not so much Relief from it, as by the Indenture they have a Right to. For tho' the Will provides only for 'Ten to be lodg'd in Houses, yet the Indenture directs expressly (Clause 9,) that if the Profits should be sufficient to maintain *more than the first Ten* in manner and form there mention'd, then such a further Number as the Bailiffs and Wardens shall think good, shall be yearly maintained *with the like Allowance, and in such manner as the other Ten*. Therefore no more should be squeezed into this Charity than can be provided with *Lodgings*. But the present Houses will receive no more than 38, exactly *half the Number* of those upon the List; the rest are a Sort of Out-Pensioners.

The Indenture requires (Clause 2) that every second Year, each poor Person should have a *Livery and Badge*, price 13s 4d. which to the *maimed Sailor or Soldier*, worn out in the Service of his Country, would be a Badge of Honour, not a Mark of Infamy. And the Custom was, the next Year, when they have not this Livery, to give them Linnen, &c. above-mentioned: But now they have these only, which are not above 9s. value; and very often they have not these.

We think there is not now *one* single Person who wears the Livery; and we are credibly informed, that several of the People upon the present List have refused to go into the Houses, when they have been offered them. But there ought to be *no Out-Pensioners*; and *they* are unworthy of, and ought to be expelled from the Charity, who are so proud as not to submit to the Conditions of it.

After all this, we may venture to assert, that this Charity is at present over-burthened with too great a Number of relievable Objects. And this Inconvenience has arisen partly from *the usual Method of putting in* these poor People, and partly from *the usual Method of relieving* them. For the general Custom is, for the Wardens to crowd in as many as they can, upon the

least Pretence, when their Office is within a Day or two, or sometimes within *a few Hours* of being determin'd. Which, by the Way, may create some Doubt, whether the succeeding Renter-Warden can be justified by the Indenture for paying them; for He pays them by Virtue of an Order signed by the preceeding Wardens, whereas he is not to make any extraordinary Payment—exceeding Twenty Shillings, without the Consent of his Brother Wardens, *i. e.* the Wardens for the present Year. And surely the weekly Payment to so many new People, must be consider'd as an *extraordinary* Payment.

But further, the general Custom has been to allow the Poor in this Charity, *Six-Pence* a Week the first Year; *a Shilling* the next; *Eighteen-Pence* the third; *two Shillings* the fourth; and *half a Crown* every Year afterward. The original Allowance, you see, was no more than *Six-Pence*; but considering the different Value of Money at this Time, and the different Prices of Provisions and all other Necessaries, we are not going to censure the Wardens for enlarging the Stipend even to half a Crown; We do not mean to blame every Variation from the Original Plan, but such only as are contrary to, or destructive of the Donor's Intention. But it is chiefly owing to this Method of annual Augmentation, that the Number of these People has swell'd so extravagantly, *viz.* from ten to seventy-six. For the Wardens who are going off, and possibly may never be concern'd with the Charity again, have been very little solicitous about the Inconveniencies which they leave their Successors to struggle with; and upon the Death of a Person who has half a Crown, those *five Six-pences* have been frequently disposed of *to five new different People*, who are added to the List, and clog and load the Charity as long as they live. But if the Gentlemen concern'd, would consider the Inconvenience which must needs arise, from the annual Augmentation of each of those five Persons Pay, they would be more cautious, and
not

not so fond of crowding their own Friends into the Foundation, except they were first satisfied that the Income of the Charity would admit of it. That this has really been the Case, is further evident from this, that tho' Mr. *Smart's* Charity is manag'd by the very same Persons, yet that is not overloaded with Objects as this is; so far from it, the Overplus of that Charity has oftentimes served to pay the Debts of this.

But this was a noble Donation; and why cannot it be so managed, as to subsist itself without any such Assistance? And as the Income of it is pretty nearly certain, Would it not be more proper that the Expences of it should be certain likewise? This would remedy several of the Inconveniencies beforemention'd. To which end it is propos'd,

1. That there be no more Persons admitted upon this Charity, until the Number be reduced to less than Fifty.
2. That the Wardens be not suffer'd to put in more than the Number of Fifty.
3. That Rooms be provided for all the poor People upon this Foundation. This it seems might easily be done in a Part of the Hospital adjoining to that which the Poor now have; and which is not wanted for any other Purpose: And if the Hospital wants any further Addition to what that Charity already has, or instead of what they ought in Justice to restore; there would be no Hurt done, if *Mr. Tooley's Wardens* were to pay an annual Rent for it.
4. That a Room be provided in the same Building, (which may easily be) for the Commissioners to meet in, when a Commission is sued out of the Court of Chancery, and also for the Use of the Wardens, agreeable to the Indenture, Clause 10.
5. That the said Fifty poor People should have the following Allowance,

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	<i>l.</i>	<i>s.</i>	<i>d.</i>
Ten, Two Shillings and Sixpence a Week } amounting to ———— <i>per Ann.</i> }	65	0	0
Ten, Two Shillings, ————	52	0	0
Fifteen, Eighteen-Pence, ————	58	10	0
Fifteen, a Shilling, ————	39	0	0
A regular Proportion of Firing would } amount to about }	60	0	0
The other Expences abovementioned, —	15	11	0
The Livery and Badge, ————	33	6	8
In all	323	7	8

And every other Year, when they have not the Livery, that they should have the usual Allowance of Linnen, Stockings and Shoes, which would come to about Ten Pounds less that Year. And this would leave a sufficient Surplus for Repairs, Highways, and other occasional Expences, as a further Relief for the sick Poor, &c.

As to the Government of the Poor, it is directed by the Will, Clause C, That if any of them shall keep Misorder or Misrule, they are to be admonish'd, and after this Admonition if they offend again, they are to be put out, and others are to be admitted in their Places. And the Indenture, Clause 3, says, That if any of the Poor should be found guilty of any notable Vice, as Felony, Whoredom, Bawdry, or such like Vice or Crime, they are to be remov'd and discharg'd the said Relief, *i. e.* without the Ceremony of a previous Admonition; and Clause 4, If any be able to work and refuse to do so, or shall waste their Time in Diceing, Tabling, or Drinking, or any other unlawful Game, they are to be admonish'd, and for the first like Offence after that, they are to be mulct'd a Fortnight's Pay; for the second, a Month's Pay; for the third to be expelled. And by Clause 5. the Wardens are directed to inquire, whether they do keep the
above.

above-given Statutes and Rules, and behave agreeably to them. And therefore by their Oath they are bound *to make this Enquiry* : And if they know that any of the Poor are guilty of Whoredom, Bawdry, excessive Drinking, Smugling, Swearing, Profanation of the Sabbath, or any other scandalous and open Vice or Immorality, they are bound by their Oaths to execute the Orders given by the Indenture.

The Wardens ought also to see that the Poor regularly attend the Church of *St. Mary Key*, whenever Divine Service is perform'd there; and if these Fifty Poor People were to go together, they would make a comely and decent Procession; whereas it is no unusual Sight *to see the Staff-Bearer proceed by himself alone*, without one single Attendant in his Train; and it is very rare to see above four or five out of the whole Seventy-six; nay, we have been credibly inform'd, that some of the Poor are so very indifferent about this comfortable Bequest, that they scarce think it worth their While to come to Church once a Week for it, even on a *Friday* when they receive their Pay.

As to the constant and daily Use of the Prayer recited in the Indenture, it might fitly enough be used, *mutatis mutandis*, by the Poor in their Alms-house; but it seems as if it was intended for their Use at Church. This we the rather admire at, because my Lord-Keeper has own'd, that he made it; and the Church of *England* admits of the Use of *no publick Prayers in the Church*, but such as are directed by her Liturgy. In our Opinion therefore, this Clause, so far as it relates to the *publick Use of this Prayer in the Church*, was always void in itself: For, it was originally inconsistent with the Act of Uniformity 1. *Eliz.* And certainly is at this Day contrary to the Act of Uniformity 13 *Car. II.*

Here follows the Epitaph upon Mr. *Tooley's* Tomb in the Church of *St. Mary Key*, in which Parish he lived and died, viz. in the House now the *Ram Inn*. We do not add this Epitaph for the Sake of the Poetry,

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Poetry, but because it shews the Sense that the Publick, or his own Relations, or his Executors, had of this Charity, at that Time ;

Henricus Toolye obiit 22. Aug. 1551.

Alicia Toolye obiit 8. Feb. 1564.

Here Henrye Toolie lies intombde, that Man emonge the rest,
By Vertue, Wisdome, Welthe, and Worshippe named emongest
the best.

A Marchant welthye, whose Affayres God farthered with Successe,
A Portman for his Wisdome choos and dyed, whom God did blesse
Withe vertuous Wyfe and Children three, a famous Matrone sure !
Whose Godlye Lyfe Dame Fame preserves in honoure aye to endure,
This Man, in Deathe, by Will reportes whereto his Lyfe was bent,
That Ye:lie gave to WAYES and PORE his Lands, Tene-
ments and annual Rents,

In Ipswich aye to their Behoufe and his immortal Fame,
A Glas to showe the Use of Welthe ; a Patterne how to frame }
A Mortal Mynde ; a Meane to move the Poor to extol the Name }
Of GOD Almighty ; But Ipswicke far unworthy two to keep
Of Vertuous such, their Bodies here, in Heaven their Souls doth
sleep.

We must not leave this Charity without adding
one useful Memorandum more, viz. that in or about
the Year 1657, a Field was bought at *Claydon* and
added to *Rudland's* Farm, with Money arising from
the Sale of one of Mr. *Tooley's* Houses : but *the Pur-
chase Deed does not expresse this Fact* ; and from hence
some Members of the Corporation have pretended
that it was bought with the Money of the Corporation,
and therefore have been for taking it from the Poor,
and seizing it to the Use of the Corporation. That
this Attempt may not succeed, whenever the Project
shall be offered to the Court, we beg leave to refer
them to the Great Court Book, Nov. 23. 1657, where
it will appear, that the Court " Agreed that the
" House belonging to the Foundation, late in Mr.
" Cock's Occupation in St. Peter's Parish shall be sold
" to Mr. *Deplake* for two hundred Pounds, and the
" Renter-warden to join in the Sale."

" Agreed that the Meadow of Mr. *John Hawes's*,
" now in *John Howel's* Occupation, and purchased by
" *Robert Clarke*, in behalf of this Town, for one
" hundred

“ hundred twenty and five Pounds, shall be conveyed
 “ by the said *Hawes* to *J. Burrows, Robert Sparowe,*
 “ *John Humphrys,* and *Henry Gosnold,* Feoffees for
 “ this Town, and the said 125*l.* shall be paid out of
 “ the two hundred Pounds agreed to be received upon
 “ the Sale of *Mr. Cock's House.*”

We also recommend it to those whom it may concern, as a proper Subject for further Enquiry, to examine whether the Houses in or near the *Star-Lane*, of which the Parish of *St. Mary Key* is at present the Lessee, were not a Part of *Mr. Tooley's Estate.* They are let upon a long Lease, but it is within a few Years of expiring, and we suspect that they were managed as the two Houses in *St. Hellen's* were, of which we shall say more hereafter.

An Account of Mr. SMART's CHARITY.

MR. *William Smart*, Portman, was another considerable Benefactor to the Poor of this Town. In the Preacher's Roll, which is publicly read over every Year immediately after *Mr. Caston's* Commemoration-Sermon on the *Ninth of March*, He is said to have given his Estate to be managed by the Wardens of *Mr. Tooley's Gift*, together, *under the Title of Smart's and the Foundation.* If this Account of it was intended to make the Publick believe that his Gift is disposed of as He directed, it was fallaciously given. This Roll is said to have been made about the Year 1725; but we know not by whom. *Mr. Smart's Will* was dated *Jan. 8, 1598*, and proved in Doctors Commons, from whence we had a Copy, and we shall give it at large as we received it, because all the Copies that the Corporation now have, are grossly defective, and in one Place altogether unintelligible. The Will runs thus;

“ *Item,*

“ *Item*, I give towards the Reparations of the
 “ Parish Church of *St. Mary Tower* in *Ipswich* afore-
 “ said *Twenty Marks*, of good and lawful Money of
 “ *England*, to be paid by mine Executrix, unto the
 “ Churchwardens for the Time being, and four of
 “ the chiefeft of the Inhabitants of the faid Parish for
 “ the Time being, to be employed whereas moft
 “ need fhall require, to be paid fix Months after my
 “ Deceafe.

“ *Item*, I will that my Executrix fhall diftribute, or
 “ caufe to be diftributed, before the Day of Burial,
 “ amongst the poor People of the faid Town of *Ips-*
 “ *wich Twenty Pounds*, of good and lawful Money of
 “ *England*.

“ *Item*, I will that my Executrix fhall provide,
 “ make, and give, *twelve Gowns*, to be delivered unto
 “ twelve of the moft aged, lame, and impotent poor
 “ Perfons, being none of *Henry Toly's* Foundation,
 “ having his Livery, and of fuch Cloth as to my faid
 “ Executrix fhall feem meet and convenient.

“ *Item*, I will that there be given and paid by
 “ mine Executrix, unto * *Twenty* poor and virtuous
 “ Maids, being of the Town aforefaid, being of the
 “ Age of *Twenty Years*, at their feveral Days of
 “ Marriage, either of them *Twenty Shillings*, that is
 “ to fay, yearly Five and not above, if fo many fhall
 “ be found fo qualified as before, until the Sum of
 “ *Fifty Pounds* be fully fatisfied and paid; and if the
 “ faid Number of the faid * *Twenty* fhall not be paid
 “ by my faid Executrix, I will the Remainder thereof
 “ to be paid by fuch as fhall be put in Truft by my
 “ faid Executrix, or fuch as I fhall name to be my
 “ Executors.

“ *Item*, I will there fhall be paid by my Executrix
 “ unto the Bailiffs, Burgeffes, and Commonalty of
 “ the faid Town of *Ipswich*, within three Years next

* This is printed according to the Copy; but there is plainly a
 Miftake in thefe Places, and inftead of *Twenty*, we fhould read,
Fifty.

“ after my Decease *Twenty Pounds*, for and towards
 “ the perfect scowering or cleansing of the Common
 “ Key or Channel of the aforesaid Town of *Ipswich*;
 “ and if my said Executrix, or such as she shall name
 “ or appoint to be her Executors or Executor, shall
 “ not pay the said *Twenty Pounds* to the Use afore-
 “ said, then I will it shall be paid and be bestowed
 “ by such as shall be appointed by me, or the Bailiffs,
 “ Burgessees and Commonalty of the aforesaid Town
 “ of *Ipswich*.

“ *Item*, I will, give, and bequeath unto *Alice* my
 “ Wife, all my Messuages, Lands and Tenements,
 “ as well Free as Copy, called or known by the Name
 “ or Names of *Coles* and *Conyngton's*, situate, lying,
 “ or being in the Towns or Parishes of *Kyrton* and
 “ *Falkenham*, in the Hundred of *Colnes* in the County
 “ of *Suffolk*, which I purchased of *Edmonde Smart* my
 “ late Brother, *Francis Pedgreve*, and *John Stanard*,
 “ and of either of them, and all manner my Messuages,
 “ Lands, Meadows, Pastures, Feedings, Woods, Un-
 “ derwoods, Tenements, Waters, Fishings, Fowlings,
 “ Marshes, Commons, and Hereditaments, set, lying,
 “ and being in the Towns and Parishes of *Falkenham*
 “ and *Kyrkton*, or in any other Town there near ad-
 “ joining, to have and to hold all and singular the
 “ said Messuages, Lands, Tenements, Pastures, Feed-
 “ ings, Warrens, Marshes, Woods, Underwoods, and
 “ Hereditaments, with all and singular the Appur-
 “ tenances before-mentioned, to her the said *Alice*
 “ my Wife, and her Assigns, for and during the
 “ Term of her natural Life.

“ And after the Decease of the said *Alice* my Wife,
 “ I will, give, and bequeath the said Messuages,
 “ Lands, Tenements, Marshes, Commons, and He-
 “ reditaments, with all and singular the Appurte-
 “ nances, called or known by the Name or Names
 “ of *Cole*; and *Conington's*, and other the last recited
 “ Premises, as well Freehold as Copyhold, situate,
 “ lying, and being in *Falkenham* and *Kyrton* aforesaid,

“ and either of them, to the *Bayliffs, Burgesſes and*
 “ *Commonaltie of the Town of Ipſwich*, their Succeſſors
 “ and Aſſigns, to ſuch Uſe, Uſes, or Intents, as by
 “ Indenture Tripartite, and a Schedule thereunto an-
 “ nexed, ſhall and may appear, between me the ſaid
 “ *William Smarte* on the one part, the ſaid Bailiffs,
 “ Burgeſſes, and Commonaltie of the Town of *Ipſ-*
 “ *wich* aforeſaid of the ſecond Part, *John Clench, Eſq;*
 “ one of her Maſteſty's Juſtices at the Pleas before
 “ her Highneſſe to be holden, aſſigned, *Raulſe Scry-*
 “ *vener of Beſted, Gent. Thomas Walton, Eſq;* and
 “ *Leonarde Caſton*, of *Ipſwich* aforeſaid, Gent. of the
 “ third Part; or by any other Conveyance or Aſſu-
 “ rance by me thereof made, or hereafter to be made,
 “ is, or ſhall be limited, declared, and ſet down; and
 “ if it doth or ſhall happen, that there is or ſhall not
 “ be any ſuch Indenture Tripartite and Schedule
 “ thereunto annexed, or other lawful Conveyance or
 “ Aſſurance made of the ſaid Meſſuages, Lands, Te-
 “ nements, Marſhes, and Premises laſt recited, both
 “ Freehold and Copyhold, after my ſaid Wife's de-
 “ ceaſe, I will all and ſingular the ſaid laſt recited
 “ Premises, with the Appurtenances both Freehold
 “ and Copyhold, ſhall remain to the ſaid *John Clench,*
 “ *Raulſe Scryvener, Thomas Walton,* and *Leonard*
 “ *Caſton*, and to their Heirs and Aſſigns for ever; to
 “ the Intent nevertheleſs that they and the Survivors,
 “ and Survivor of them, and their Heirs, and the
 “ Heirs of the Survivor of them, ſhall, by lawful
 “ Licence and Authority firſt obtained, amortiſe and
 “ aſſure the ſame, or the Rents, Iſſues and Profits,
 “ to ſuch Perſon or Perſons, their Heirs, Executors,
 “ and Aſſigns, and to the ſaid Bailiffs, Burgeſſes and
 “ Commonaltie, and their Succeſſors and Aſſigns, for
 “ and to ſuch Uſe and Uſes, Employment and Em-
 “ ployments, as I myſelf, in my Life-time, had, or
 “ have Purpoſe or Intent to have aſſured, and ac-
 “ cordingly as I ſhall hereafter in this my laſt Will
 “ appoint, declare, and ſet down.

“ *Item,*

“ *Item*, I give unto *Draper's-Hall* and *Taylor's-Hall*
 “ in *Ipswich* aforefaid *Ten Pounds*, for and towards
 “ one Stock, to continue for ever, to provide Corn,
 “ Wood, Sea Coal, Butter, or Cheefe, or any of
 “ them, in the best time of the Year, and the same
 “ to be delivered unto the poorest Inhabitants and
 “ Households of the said Trades or Occupations, at
 “ such Prices as the said Commodity or Commodities
 “ cost, Charge and Costs being allowed.

[A.] “ And as concerning the Uses, Employ-
 “ ments, and Intents of the Issues, Revenues, and
 “ Profits, of all those my Messuages, Lands, Tene-
 “ ments, Pastures, Feedings, Marshes, Commons,
 “ and Hereditaments before-mentioned, as well Free-
 “ hold as Copyhold, situate, lying and being in
 “ *Falkenham* and *Kyrton* or elsewhere, called or known
 “ by the Name of *Coles*; my Part of one Marsh,
 “ lately purchased of *Francis Pedgrew*; and *Conyng-*
 “ *ton's*, late *Stanerds*, my full Will, Mind, and Pur-
 “ pose is, and by this my Will and Testament I do
 “ declare, that after the Decease of the said *Alice*,
 “ my Wife, (a certain Debt due to me from the
 “ Township of *Ipswich*, hereafter mentioned, being
 “ to my said Wife, or her Assigns, within one Year
 “ after my Decease, satisfied and paid) the yearly Re-
 “ venues and Profits thereof coming and arising,
 “ shall be, without Fraud, Collusion, or Covin, be
 “ divided into three Parts, whereof the first Part
 “ shall be always divided into two Parts, whereof the
 “ one Part of the said first Part shall be always em-
 “ ployed and bestowed in Manner and Form follow-
 “ ing, viz. To *Draper's and Taylor's Hall* yearly
 “ *Twenty Shillings* for ever, towards the Loss of any
 “ Provision which they shall make, as is aforefaid;
 “ and therefore, *videlicet* of the eleven Pounds, to
 “ give one just and true Account yearly, and every
 “ Year for ever; and the Residue thereof to be given
 “ and employed for and towards the Maintenance of
 “ poor Scholars in the Free School of the Town of *Ips-*
 “ *wich*,

“ *with*, being the Children of poor Freemen of the
 “ said Town; and for want of such poor Children, to
 “ the Children of the poor Inhabitants born within
 “ the said Town, towards the providing and buying
 “ of Books, Ink, Paper, and convenient Apparel, for
 “ and during the Time of their Continuance or Abode
 “ there. The other Part of the said first Part, I will
 “ shall be bestowed and delivered yearly in Manner
 “ and Form following, viz. *Four Pounds to the Master*
 “ *of the said Free School, and Fifty-three Shillings and*
 “ *Four Pence to the Usher there*, to the Intent that the
 “ said Master and Usher there, shall always, and from
 “ time to time, be the more diligent and painful in
 “ teaching and instructing of the said poor Scholars
 “ in good Nurture and Learning. The Residue of
 “ the said Part I will be yearly bestowed for ever,
 “ upon a Master or Governor, which shall take upon
 “ him the Charge or Care of the House which shall
 “ hereafter be by me founded, or by my Donees or
 “ Feoffees, for the Relief of the Poor, and setting on
 “ Work of such poor People as shall there be
 “ remaining.

[B.] “ The second Part of the Issues, Revenues,
 “ and Profits aforesaid, I will be employed and be-
 “ stowed yearly and every Year, upon Wool, Flax,
 “ Hemp, Iron, Corn, Apparel, Wood or Sea Coal,
 “ and such other needful Things, as well for the
 “ setting a Work of such Person or Persons, as for
 “ the better Maintenance of the said Person or Per-
 “ sons as shall be at any Time hereafter taken into
 “ the said House; to the Intent that every Man, Wo-
 “ man, and Child, to be taken into the said House,
 “ hereafter by me or my Assigns to be founded,
 “ may, according to the Art, Trade and Capacity,
 “ not only be set to Work, but also be relieved,
 “ *according to the Statute in that Case lately made and*
 “ *provided.*

[C.] “ The third Part of Issues, Revenues and
 “ Profits aforesaid, I will shall be employed, bestowed,
 “ and

“ and converted yearly and every Year, for ever,
 “ upon the Poor estate of the *Sick and Lazure Houses*
 “ of *St. Leonard in Ipswich, St. Thomas a Powntney,*
 “ and the poor Prisoners in the common Gaol of the
 “ Town of *Ipswich*, in Manner and Form following :
 “ That is to say, to buy and provide Bedding con-
 “ venient and necessary for the said Houses and Prison,
 “ and to provide convenient Wood or Sea Coal for
 “ their burning or firing, and Apparel decent to
 “ wear, for the afore-named Houses ; and to deliver
 “ weekly to either Person remaining and abiding in
 “ the said two Houses, in Bread, Six-pence. And the
 “ Residue and Overplus of the Remainder of the said
 “ third Part of the Issues, Revenues and Profits of
 “ the Lands aforesaid, I will shall be bestowed upon
 “ the remaining and being in Prison aforesaid ; and
 “ if there shall be found no poor Prisoners, then,
 “ during that Time, I will it shall be bestowed to the
 “ Augmentation and bettering of the Allowance of
 “ the afore-named two sick Houses.

[D.] “ All and singular which said Revenues
 “ and Profits of my Messuages, Lands, and Tene-
 “ ments, given and bequeathed to the Uses above-
 “ said, I will, and my Mind is, they shall be re-
 “ covered, taken, and delivered yearly, into the Hands
 “ of the *Wardens of Henry Tolie's Foundation in Ips-*
 “ *wich* aforesaid, for the Time being ; which said
 “ Wardens shall yearly, and every Year, yield a true
 “ and undeceivable Account of the Receipts and Pay-
 “ ments, according to my good and true Meaning.

[E.] “ The Residue of my Money, Debts, Jewels,
 “ Plate, and all other my moveable Goods whatso-
 “ ever (my *Latin* printed Books, and written Books in
 “ Volume and Parchment only excepted, which I give
 “ towards one *Library safely to be kept in the Vestry of the*
 “ *Parish Church of St. Mary Tower, in Ipswich* aforesaid ;
 “ and the Door to have two sufficient Locks and Keys,
 “ the one to remain in the Custody of the Minister
 “ of the Parish for the Time being, and the other to
 “ be

“ be kept by the Church-wardens of the said Parish
 “ for the Time being, to be used there by the com-
 “ mon Preacher of the said Town for the Time being,
 “ or any other Preacher minded to preach in the said
 “ Parish Church ; My Debts, Legacies, and Funeral
 “ Charges being paid and performed ;) I will that
 “ *Alice* my Wife shall have, use, and quietly enjoy to
 “ her proper Use, whom I only ordain and make
 “ mine Executrix.

“ And further, Whereas at the Instance and Re-
 “ quest of the said Bayliffs, Burgessees and Common-
 “ altie of the said Town of *Ipswich*, in the late dear
 “ Years, for the Provision of Corn for the Poor of the
 “ said Town, I disbursed divers Sums of Money, by
 “ reason whereof there did arise some Loss upon the
 “ Re-delivery and Sale of the said Corn, to the value
 “ of three-score and eight Pounds, or thereabouts, as
 “ by an Account thereof shall and may appear ; which
 “ said Loss was promised should be to me by them
 “ satisfied : Now my Meaning is, that if the said Bay-
 “ liffs, Burgessees and Commonaltie, shall not satisfie,
 “ content and pay, or cause to be satisfied contented
 “ and paid, to my said Wife or her Assigns, such
 “ Sum or Sums of Money as is by the said Account
 “ due unto me, within one Year after my Decease,
 “ towards the Performance of the Legacies contained
 “ in this my last Will ; then I will, give, and be-
 “ queath, unto the said *Alice* my Wife, her Executors
 “ and Assigns, all and singular the said Houses,
 “ Lands, Tenements, Marshes, and Hereditaments,
 “ situate, lying and being in *Falkenham* and *Kyrton*
 “ aforesaid, for and during the Term of three Years
 “ next after the Decease of the said *Alice*, to have and
 “ to hold all and singular the said last-recited Pre-
 “ mises to the Executors and Assigns of the said *Alice*,
 “ towards the Performance of my Legacies aforesaid.

[F.] “ Provided always, and my Meaning is, that
 “ the said *Robert Demye* and *William Parker*, my
 “ Cousins, shall have, hold and enjoy, all and singu-
 “ lar

“ lar the said Messuages, Lands, Tenements, Marshes,
 “ Commodities, Profits and Hereditaments what-
 “ soever, situate, lying and being in *Falkenham* and
 “ *Kyrton* aforesaid, to have and to hold to them, their
 “ Executors and Assigns, from the Feast of St. *Mi-*
 “ *chael* the Archangel, which shall be in the Year of
 “ our Lord God One Thousand and Six Hundred,
 “ unto the full End and Term of Twenty and One
 “ Years from thence next and immediately ensuing,
 “ fully to be compleat and ended, yielding and paying
 “ therefore yearly, the Sum of Threescore Pounds of
 “ lawful Money of *England*, at the Feasts of the An-
 “ nunciation of our Lady St. *Mary* the Virgin and St.
 “ *Michael* the Archangel, or within Thirty Days next
 “ after either of the said Feasts, by equal and even
 “ Portions, under such Covenants as shall be set down
 “ and agreed upon by the said *Thomas Walton* and
 “ *Ralff Scrivener*, or by either of them.”

And the said *William Smart* did by an Indenture and Lease for a thousand Years, dated 15. Sept. 41. Eliz. (1599) devise and grant to *Thomas Walton*, *Ralph Scrivener*, and *Leonard Caston*, all his Lands and Premises, being in *Falkenham* and *Kirkton* in the County of *Suffolk*, to the Intent that they should convey and assure the same to the Bailiffs, &c. of *Ipswich*, in such Manner and Form, and to such Use and Uses, Intents and Purposes, as He the said *William Smart* had set down in and by his last Will and Testament.

And to the said Indenture was annex'd the following Schedule, viz.

“ 1. First, That no Lease be made by the Bailiffs,
 “ &c. of *Ipswich*, but the same shall first be granted or
 “ agreed upon at a Great Court of the said Town; and
 “ then the Grant or Agreement to be enter'd and put
 “ in Writing, and after to pass in Writing to be
 “ sealed with the Common Seal of the said Corpora-
 “ tion: And the Counter-Part of every such Lease,
 “ under the Hand and Seal of the Lessee, to be com-
 “ mitted

"mitted to *the Treasury* of the said Town : And that
 "no Lease be made to several Lessees, nor to continue
 "above Eleven Years from the Day of their making :
 "And no Lease to be made in Reversion, nor any Grant,
 "or Consent of any Lease in Reversion, to be made or
 "granted before the old Lease be first surrender'd and ex-
 "pir'd, at least before such old Lease shall expire
 "within one Year after the making and granting the
 "new Lease. Provided that special Care be taken
 "that no Lease of the Copyhold be made for above
 "one Year, unless good License be first obtained for
 "the letting thereof, at the Charge of the Lessee, in
 "Writing under the Hand of the Lord of the Manor
 "or Manors, or otherwise, in open Court, under the
 "Hand of the Steward of the said Manor ; and to
 "deliver the same into the Treasury, to the Use of
 "the Bailiffs, &c. and to be laid up with the Lease
 "of the Freehold before granted, and there to remain.
 "And the same Order to remain, be holden, and
 "continued for ever.

" 2. Secondly, That the Rents and Profits of all
 "the aforesaid Premises upon every Lease to be re-
 "served shall always be paid at two usual Terms of
 "the Year, by equal Portions ; and the Place of Pay-
 "ment to be at *Drapers Hall or Christ's Hospital*, in
 "*Ipswich* aforesaid. And upon every Lease to be
 "made as aforesaid, special Care to be had that the Lessee
 "be no Freeman of the Town of *Ipswich*, either before or
 "after the making thereof ; and that there shall be no
 "Fine or Income taken, but the same to be letten to the
 "full yearly Value. And that the Farmer be always
 "straitly tied and bound with sufficient Sureties to do
 "all Manner of Reparations, as well of the Houses,
 "Buildings, and Marsh-Walls, as all other Repara-
 "tions whatsoever ; and to pay and discharge the
 "Lords-Rents, all Fifteens and Subsidies, during the
 "Term of his Years, and repair and maintain the
 "Fences and Enclosures, to scour and amend the
 "Ditches belonging to the Premises, and at the End

" of

“ of his Term to leave the Houses, Buildings and
 “ Marsh-Walls of the Premises sufficiently repaired :
 “ And in every Lease, to be contained one special
 “ Covenant on the Farmer's Part, that He, his Exe-
 “ cutors and Assigns, shall within the first five Years
 “ cause a perfect Terrier to be made and engrossed in
 “ Parchment, at his or their Expence, containing the
 “ whole Contents, and Quantity of Abuttals of all the
 “ said Tenements to him letten, by the Names and
 “ Surnames of those then living who are proper
 “ Owners of the Lands next adjoining, which shall
 “ be delivered to the said Bailiffs and their Successors,
 “ to be laid up in the Treasury ; and this Order to
 “ endure for ever.

“ 3. Also that in every Lease, all Woods, Trees,
 “ Timber and Underwood, shall be reserved, together
 “ with all Royalties of Hawking, Hunting, Fishing
 “ and Fowling upon the Premises, with full Liberty
 “ of Ingrefs, Egreffs and Regress, into upon and over
 “ the said Premises at all times ; saving, that sufficient
 “ great Timber, meet for Reparation of Houses and
 “ Buildings, or for the new erecting any other Houses
 “ upon the said Tenements, with Plough-boot, Gate-
 “ boot, Hedge-boot, and Fire-boot, necessary to be
 “ spent upon the Premises (so as the said Fire-boot
 “ exceed not twelve reasonable Cart-loads in one Year)
 “ and none otherwise, shall be allowed and granted.
 “ Provided always, that all Timber for Reparations,
 “ or Plough-boot, or Gate-boot, shall be felled and
 “ taken by the Assignment of the Lessors or their
 “ Successors, for the avoiding the Peril of the For-
 “ feiture of the Copyhold. And that in every such
 “ Lease there be contained a Condition that the Rent
 “ shall not be behind-hand twenty Days : And that
 “ the Farmer shall not commit any or Waste
 “ upon the said Lands or Tenements ; nor shall let
 “ any Part thereof without the Consent of the said
 “ Bailiffs, &c. first had in Writing, under the com-

“ mon Seal of the said Corporation. And the Per-
 “ son or Persons to whom such Lease is set over, shall
 “ always be resident and dwelling with their Household
 “ and Family upon the Messuage and Houses to him
 “ demised, during all the Term of his Years; and
 “ to be bound with sufficient Sureties to perform all
 “ the Covenants in the Lease so set over and granted;
 “ and to ditch, quickset, and plant yearly forty Rod;
 “ and to plant at every Rod's End one young Oak,
 “ Ash, or Elm, likely to grow, according to the Apt-
 “ ness of the Soil; and the same so planted, to main-
 “ tain, preserve and keep, to the best of his Power,
 “ from the Bite of Cattle; and leave them at the End
 “ of his Term. And the same to be done about the
 “ Outworks, where the Ground is bound to make
 “ and find the Fence, and about such other of the
 “ Fences and Enclosures as be dead-hedged and not
 “ ditched. Provided further, and I will, that all
 “ Wood-Sales or Timber-Sales to be made or taken
 “ upon the Premises aforesaid, otherwise than as before-
 “ mention'd, shall be done by the Bailiffs, &c. of
 “ Ipswich, or their sufficient Deputies. The Intent
 “ and Purpose which I *William Smart* do declare, limit,
 “ and appoint and set down, for or touching the Em-
 “ ployment of the Issues and Profits of all the Lands,
 “ Tenements, and Premises aforesaid.—[Then fol-
 low the Directions in the Will mentioned.]

“ 4. I *William Smart* do declare my full Meaning
 “ and Intent to be, that the *Bailiffs* of the Town of
 “ *Ipswich* for the Time being, always after the Decease
 “ of me the said *William* and *Alice* my Wife, shall
 “ only have the Benefit of *Fishing* and *Fowling* in and
 “ upon all the Lands, Tenements and Hereditaments
 “ beforementioned, doing or wilfully suffering no vo-
 “ luntary Destruction thereof, or thereupon, for and
 “ towards the Maintenance of their HOSPITALITY
 “ in their several Houses, during the Time of their
 “ *Bailiwick*, and not otherwise; to the Intent they
 “ shall

“ shall have a due Regard to the true and due Distri-
 “ bution and converting the Issues, Profits and Re-
 “ venues aforesaid to them limited, and the due Ob-
 “ servation and Performance of this my full, plain and
 “ true Meaning, in all these present Writings contain'd,
 “ and by me set down and declar'd.”

N. B. The Cautions above-mention'd in relation to the Copyhold Lands of this Estate, are now become useless: For about the Year 1681 they were enfranchised by Sir *John Barker*, Bart. of whose Manors they were holden, for the Sum of 50*l.* He being at that Time one of the Representatives in Parliament for this Borough.

Afterwards by Deed-Poll, dated 19 *Sept.* 41 *Eliz.* (1599.) the said *Ralph Scrivener*, *Thomas Walton*, and *Leonard Caston*, in Performance of the Intent and Meaning of the said *William Smart*, did bargain, sell, alien and set over unto *Robert Snelling* and others, as well the said Indenture of Demise, as all the Right, Title, Interest, Term of Years, Reversion, Possession and Remainder, of, in and to the Premises, and every Part thereof yet to come and unexpir'd, to hold to them IN TRUST to the Benefit of the *Bailiffs, Burgeses and Commonalty of the Town of Ipswich*, to be used and employed as by the said *William Smart* is appointed in and by his last Will and Testament, and according to his true Intent and Meaning, and not otherwise.

It is not easy to say, what was the real Value of Mr. *Smart*'s Estate at the Time of his Death. It was let indeed for 60*l.* per Annum, but this was to his Cousins, by particular Direction of his Will, so that this might be in the Nature of a Legacy. See Clause F. At present it is let for as much again; and with Money that hath arisen by the Sale of Timber, and from the Balance of some Accounts, several Purchases have been made since: So that the present yearly Receipt under the Head of this Charity, is as follows;

	<i>l.</i>	<i>s.</i>	<i>d.</i>
The Farm at <i>Falkenham</i> and <i>Kirkton</i> , in } <i>Bird's</i> Occupation, ———— }	120	0	0
Part of <i>Gardner's</i> Farm at <i>Creeting</i> , ————	20	0	0
Part of <i>Blomfield's</i> Farm at <i>Whitton</i> , ————	6	15	5
<i>Alston's</i> House in <i>St. Helen's</i> , late <i>Cum-</i> } <i>berland's</i> , ———— }	0	10	0
Late <i>Knight's</i> , now <i>Smith's</i> House in } <i>St. Helen's</i> . ———— }	0	10	0
	147 15 5		

Besides which, this Charity hath not, but ought to have 6*l.* a Year more out of *Kersey's* Farm at *Ottley*, as will be said hereafter, in our Account of the *Hospital*. But the Committee were of Opinion that the two Houses in *St. Helen's* did more properly belong to *Mr. Tooley's* Foundation.

They were both leased out to *Benjamin Wade* in 1655, for the Term of *Ninety Nine* Years, paying a Fine of Eighty Pounds, and Twenty Shillings a Year during the said Term. Of which *Eighty* Pounds, 73*l.* 13*s.* 4*d.* was paid to the Renter-Warden of *Tooley's* Charity, and the Remainder, 6*l.* 6*s.* 8*d.* to the Treasurer of the Corporation for the Use of the *Town-Water*. And afterwards, at the Request of the said *Mr. Wade*, in 1656, that one of the Houses might be conveyed to him and the other to *Mr. Simon Cumberland*, under the same Covenants and yearly Payments as formerly, the same was agreed unto and executed.

But if these two Houses belong to either of these Charities, the Committee did apprehend, that the Corporation had no Power to let Leases of them for any longer Term than eleven Years. See the above-recited Schedule, Clause 1. And *Mr. Tooley's* Indenture, Clause 8.

Besides the charitable Bequest already mention'd, *Mr. Smart* founded a small Fellowship and two Scholarships at *Pembroke-Hall* in *Cambridge*, which he appropriated

priated to the Grammar-School in this Town. See our *Accounts of the School, and of the Library.*

As to the Estates above-mention'd, the Corporation seem only to be Trustees, just as they are of *Mr. Tooley's* Estates. As such, they are to lease out the Farms, but under the Conditions and according to the Directions of the Schedule now recited. Concerning which it is observable, that *Mr. Smart's* Will was made near 50 Years after *Mr. Tooley's*, and it is very probable, that several of the Cautions and Provisions, especially those in *Italicks*, might be intended to guard against some Inconveniencies, which he might himself have observed in the Management of *Mr. Tooley's* Farms. And it will always be proper that a strict Regard should be had to these Cautions, in all Leases made by the Corporation, not only of the Farms of *Mr. Smart*, but of all others that *they hold in Trust.*

Mr. Smart's Will was proved Nov. 2, 1599, and there is an Entry in *Bacon's* Book dated about eight Years afterwards, which is said to be for the Explanation of it, viz. ' 4. Jac. 4 March [1607] For Explanation of *Mr. Smart's* Will, concerning the Employments of such Profits of Lands given by him to Godly and Charitable Uses, unto former Orders concerning the same are added these that follow.

' 1. The Profits being ordered by Him to be divided into *three* Parts, and Twenty Shillings, Part of the First Part, being given to *Drapers* and *Taylor's Hall*, it is Ordered, that it shall go to the *Taylor's Hall only.*

' 2. It is Ordered, that the Second Part of the Three Parts shall be divided into Two Parts, one Part for a Stock to set the Poor, and other poor People of this Town to work; and the other Part for Apparel, Corn, Wood, and Sea-Coal, to be bought for the Poor of the Foundation.'

' 3. Whereas Part of the *Third* Part aforesaid of the Profits was intended for the two *Lazar Houses* of *St. Leonard's*, and *Sir Thomas Pountney*: Now for that there belongeth in Lands to the said Houses, 5 l.

' yearly,

yearly, and 2*l.* 13*s.* 4*d.* out of the County Collec-
 tion [*the County Fund appointed by 43 Eliz. c. 2.*]
 and that the Poor of those Houses [*being near the*
London Road, See Tooley's Will, p. 1.] may ask Alms
 of Travellers passing by ; and the Number of them
 to be maintained and kept do not exceed seven Per-
 sons ; And whereas this Town have erected four
 Habitations, in the Place where the old Building was
 lately fallen down, fitting for the placing of *Eight*
 poor Persons,

It is therefore Ordered, that Eight, Seven, or Six,
 such poor, old, blind, lame, and diseased Persons,
 shall be there [*in those Four Habitations*] forthwith
 placed, each of which [*Persons or Habitations*] shall
 have Three Shillings each Week. And unto such
 as are in *St. Leonard's Hospital* by ancient Order,
 shall have yet further Addition of their Maintenance
 Three-pence a Week every *Friday*. And that every
 Household of the [*four*] new Buildings, shall have
 yearly a Quarter of a Chaldron of Coals and one Load
 of Wood. And the sick and diseased Persons of the
 old Building [*of St. Leonard*] shall have Half a
 Chaldron of Coals and one Load of Wood. And
 the poor Prisoners shall have a Quarter of the said
 Third Part toward their Relief yearly. And if any
 Overplus be, it shall be employed in Bedding and
 other Necessaries of the poor, old, lame, diseased
 Persons, in the old [*Building of St. Leonard*] and
 [*the said four*] new Houses. The Poor of the [*said*
four] new Houses shall be called the Poor of *Mr.*
Smart's Foundation, and none shall be admitted there
 but such as shall be Town-born, or of Continuance
 in the same Twenty Years at the least. And upon
Mondays, Wednesdays and Fridays, the Poor aforesaid,
 or such as are not infected, shall resort to the Chapel
 [*of St. Augustin*] in the Morning, and make Con-
 fession in the Common-Prayer, and then pray in a
 Form of Prayer prescrib'd. And such Persons of
 this Foundation which are, or shall be in or nigh
 Christ's

• *Christ's Hospital*, shall at such Times also resort to the
• *Chapel there*, and perform their Devotions as aforesaid.*

This Explanation may appear clearer to others, to us it seems very confus'd, and unintelligible. For laying the Allowance to the Poor at the lowest,

	<i>l.</i>	<i>s.</i>	<i>d.</i>
Three Shillings a Week to each of the } Four Houses, is <i>per Annum</i> , — — — }	31	4	0
Three-Pence a Week to Seven Persons in } <i>St. Leonard's Hospital</i> , is — — — }	4	11	0
Two Chaldrons and a half of Coals, at 10 <i>s.</i>	1	5	0
Five Loads of Wood at 3 <i>s.</i> — — —	0	15	0
The Prisoners one Fourth of the Third Part,	5	0	0
In all,	42	15	0

But the whole Third-Part which was to be here disposed of, was at that Time no more than 20*l.* and yet it supposes an Overplus.

St. Leonard's Hospital, or, at least, a Part of it, is now standing in the Parish of *St. Peter*, beyond *Stoke Bridge*, on the East Side of the Road where the three Ways meet, a little on this Side the Place called *St. Austin's Green*. On the other Side of the Road are the Four Houses above-mention'd, which, tho' they would well contain *eight*, at present have but *four Inhabitants*. But whether the Building that fell down, where these Houses stand, was consider'd as a Part of *St. Leonard's Hospital*, or that of *St. Thomas a Pountney*, we cannot determine, for as to the latter we cannot learn where it stood. There was a Building upon the Spot adjoining to these Houses, at the Corner between the Roads, which fell down a few Years ago, and the common Notion is, that it was *St. Austin's Chapel*. But this it could not be, for that must be sought for in the Parish of *St. Mary Stoke*, as appears from the ancient Stile of that Parish, which was *St. Austin cum Stoke*; but this Place is manifestly in the Parish of *St. Peter*.

Peter. And indeed we do not think this Building was originally intended for a Chapel, for it did not stand East and West, or any thing near it; tho' we do not deny but it might be used as such, and possibly might be that mention'd in the Extract from *Bacon*. But we rather suppose it to have been a Part of the ancient *Lazar-House of St. Thomas a Pountney*. We know not what to make of the last Sentence of the Extract, but this seems to intimate, that the *Lazar-House of St. Thomas a Pountney* stood somewhere near *Christ's Hospital*.

We wish we could give the Reader a satisfactory Account of the Application of this Charity, and could shew him by what Steps the Wardens have proceeded, and how it should come to pass that *no Part of this Gift, except some of that which was given to the School, is at present applied to the Purposes for which it was given*. But we have no Materials to assist us in this Enquiry: All we know is for what Purpose Mr. *Smart* gave it; and pretty nearly how much the present Income of this Gift is. Supposing then the annual Income of this Charity to be 147*l.* one Third of that is 49*l.*

By Clause *A.* one Half of this Sum, or 24*l.* 10*s.* (except Twenty Shillings) and 6*l.* 13*s.* 4*d.* of the other Half is given to the School; and this will be mention'd in our Account of that. The Remainder of this first Third Part, or 17*l.* 6*s.* 8*d.* was given to the Master of the House that he intended to found, but did not.

By Clause *B.* the Second of the Three Parts, or 49*l.* more, was given to provide Necessaries for the Employment and Maintenance of the Poor in the said House by Him to be founded. It does not appear that Mr. *Smart* did found such a House, nor can we assign a Reason why He did not: But we see he provided for the Employment and Relief of the Poor, according to the Statute in that Case made and provided. The Statute here referr'd to, was probably, 39*Eliz.* c. 5.

This

*This empowers any private Person, within twenty Years after the Date of it, to found one or more Hospitals, Measons de Dieu, or Houses of Correction, as well for the Relief of the maimed, poor, needy, or impotent People, as to set the Poor to Work : Provided, they endowed such House of Correction, &c. with Lands, &c. of the clear yearly Value of 10*l*. These Houses were to be governed by the Rules and Statutes of their respective Founders ; The Governors of them might sue and be sued, have a Common Seal, and enjoy the usual Priviledges of other Bodies Corporate. And as this Statute was made but two Years before Mr. Smart's Will, it is probable that He might intend to found such a House as is therein described. But as He did not found any such House, the properest Employment of the Fund intended for that, would be to *Christ's* Hospital, for that seems to come the nearest to what the Founder design'd.*

By Clause C. the remaining third Part, or 49*l*. more, was given to the Lazar-Houses of St. *Leonard* and St. *Thomas Pountney*, and to *the Goal*. But the Goal has of late had a poor Share, it has had nothing but some Coals.

And instead of disposing of the Profits of these Estates as is here directed, the present Practice is, to give it among so many poor People at eighteen Pence a Week each. At the Time of the Enquiry the List stood thus :

- | | |
|---------------------|---------------------------|
| 1. Widow Stevens. | 12. Elizabeth Dimony. |
| 2. Widow Parkhurst. | 13. Widow Booth. |
| 3. Widow Dunwich. | 14. Mary Sharow. |
| 4. Sarah Barnes. | 15. Ann Price. |
| 5. Widow Parkhurst. | 16. Wilow Gaudy, |
| 6. Widow Long. | 17. Widow Capon. |
| 7. Widow Howes. | 18. Widow White. |
| 8. Widow Blythe. | 19. Mary Franklin. |
| 9. Susan Hill. | 20. Elizabeth Smith. |
| 10. Ann King. | 21. Raymond and his Wife. |
| 11. Widow Field. | 22. Widow Moxon. |

Four of these Persons, besides their weekly Pay, have their Dwelling in the *four little Houses above-mention'd*, and an Allowance of Coals to the amount of about 4 *l. per Annum*.

By Clause D. the Wardens of *Tooley's Foundation* are to receive and manage the Revenues of this Gift, and every Year to render an undeceivable Account of them. But the Committee found that these Accounts were liable to the same Objections that those of *Mr. Tooley's Foundation* were; as we may reasonably suppose, since the same Persons were concern'd for both. However, as it has been manag'd, there has frequently been an *Overplus* in this Charity, which has commonly been applied to make up the Deficiency of *Tooley's*. But it has not always been sufficient for this purpose, so that the Disbursements of some Renter-Wardens have been greater than their Receipts. Indeed, if the Reader compares our Accounts of these Charities, he will perceive that it cannot well be otherwise, when the Poor have the common Allowance. For as to the *Overplus* in that sixth Part given by Clause A, we suppose it is no more than what the Goal might expect, if the Prisoners had as much as was intended by Clause C; So that is out of the present Question.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
Now the weekly Pay-Bill amounts to 1 <i>l.</i>	85	16	0
13 <i>s.</i> which is <i>per Ann.</i>			
Four Chaldron of Coals,	4	4	0
	90	0	0
But the whole Amount of the two thirds	98	0	0
is no more than,			
So that the Saving in this Charity is but	8	0	0
<i>per Ann.</i>			

Which further shews how necessary it is, that *Tooley's Foundation* be better regulated.

It seems there is a Dispute about a Piece of a Grove at *Kirton* or *Falkenham*, which we mention only as a Thing

Thing that may be a proper Subject for those whom it may concern to enquire about ; for the Charitable Committee were not informed of it whilst they sat, so we cannot certainly say upon what Foot it stands.

An ACCOUNT of CHRIST'S HOSPITAL.

CHRI**ST's-Hospital**, if it were rightly manag'd, if it were govern'd according to the Directions of the Charter, and the Profits of it (except what was particularly given for the Support and Education of the Children there) were applied *for the Curing of the Sick, or the Correction of the Vicious*, would be one of the most useful Charities belonging to the Town of *Ipswich*. It was supported, at first, by annual Subscriptions: The Corporation themselves gave the Houses that they purchased of *Mr. Southwell*, and which formerly belong'd to the *Black Friars Preachers*, for this Purpose; and afterwards they made an Order, that every Freeman, upon his being sworn, should pay something towards the Support of it. The Design of this Charity will best be understood from the Charter itself, which is to the following Effect.

[A.] ‘ *Elizabeth, D. G. &c.* Whereas our faithful and beloved Subjects the Bailiffs, &c. of *Ipswich*, in our County of *Suffolk*, moved (as it becomes those who sincerely profess the Gospel and the Christian Religion) with an honest and laudable Zeal of Charity, not only commiserating the Poor, the Aged, the Orphans, the Widows, the Sick, and others that are in Want; but also induced by their prudent Regard for the Commonweal, to correct the Vagrants and Vagabonds begging without real Necessity, who are the lazy Drones of the Commonwealth, and the Seminary [*Seminarium*] of Thieves, have built and prepared several Houses, Structures,

and Edifices, upon their own Ground, within the Town of *Ipswich* afore said, at their own proper Costs and Charges; and have fitted and furnished them with Necessaries; and have endowed them with perpetual Funds, Possessions, and Provisions; and have determined to endow them more amply and liberally in Time to come; and for ever to preserve and maintain them, with this Intention, [*viz.*] that in the said Houses Care might be taken of, and Provision made for, [1.] The Poor and Orphans, especially such as are very young or very aged, who can of themselves have no Livelihood and honest Education, that they may not be unmercifully left to perish, to the great Scandal of the Christian Religion; or be accustomed to base Idleness and evil Practices, and brought up to the greater Detriment of the Commonwealth: And that [2.] such as Sicknes renders unuseful to themselves and the publick, so that, though they were never so willing, they could not support themselves, may by this Means be piously cured, and preserved alive for honest Uses: And lastly, [3.] That they whose Age and Health renders them strong enough for lawful Employments, may neither for want of them apply themselves to Theft and evil Practices; nor yet dishonestly and idly stroling, divert the Alms of those who are really poor [*vere pauperum Eleemosynam*;] or be suffer'd to endanger good People; but being busied in honest Employments, may both maintain themselves, and be compelled to be useful to the Commonwealth: And whereas our afore said beloved and faithful Subjects the Bailiffs, &c. of *Ipswich*, have most gratefully set forth, that they have received not only all their Riches (which they acknowledge themselves to enjoy by the Blessing of Peace and of our Protection) but also the Knowledge of the true Religion; and these Fruits of that, the pious Commiseration of the Exigencies of their Brethren, under God, from Us and our Ministry, and for that reason have most
humbly

‘ humbly besought Us that we would condescend to
 ‘ approve this their commendable Purpose, to promote
 ‘ it, and take it into our Protection; and lastly, as a
 ‘ Mark of their Gratitude towards Us [*in ipsorum grati
 ‘ animi erga nos signum*] to distinguish and call it by
 ‘ such Name and Title as We should think proper;
 ‘ WE CONSENTING to their humble Petition, of our
 ‘ especial Grace, certain Knowledge, and mere Motion,
 ‘ as much as in Us lieth, have approved, confirmed,
 ‘ and ratified, this their pious and laudable Institu-
 ‘ tion; and do take it into the Royal Patronage, De-
 ‘ fence and Protection, of Us, our Heirs and Suc-
 ‘ cessors: And in Remembrance of our Approbation,
 ‘ Confirmation and Ratification; and for a perpetual
 ‘ Testimony how pleasing such pious Deeds are to Us;
 ‘ and how much we desire to exhort and animate our
 ‘ other Subjects (who have it equally in their Power
 ‘ and Ability) to shew forth the like Fruits of the
 ‘ Gospel, and to imitate so good a Work, to the
 ‘ Honour of the supream King, and of our Saviour
 ‘ Christ, whose Members will there be mercifully and
 ‘ piously taken Care of; of our especial Grace, and of
 ‘ our certain Knowledge, and mere Motion, and by
 ‘ the supream Plenitude and Power of our Royal Prero-
 ‘ gative [*supremâ prerogativæ nostræ regalis plenitudine
 ‘ & potestate,*] We will, that the Houses, Structures,
 ‘ Edifices and Funds, to be applied to the Uses afore-
 ‘ said, be by all for ever called and named CHRIST’S-
 ‘ HOSPITAL in our Town of IPSWICH.

[B.] ‘ And moreover, for the Establishment, En-
 ‘ crease and Enlargement, of the Intention, and other
 ‘ the Premises aforesaid, of our more abundant espe-
 ‘ cial Grace, and of our certain Knowledge and mere
 ‘ Motion, at the humble Request of our said faithful
 ‘ Subjects the Bailiffs, &c. aforesaid, We have given
 ‘ and granted, and by these Presents for Us, our Heirs
 ‘ and Successors, we do give and grant License to our
 ‘ Liege Subjects whomsoever, that they, or any one
 ‘ or more of them, may have Power and Authority to
 ‘ give

‘ give, grant, sell, alienate, or bequeathe, any Manors,
 ‘ Rectories, Lands, Tenements, Tithes, Rents, Re-
 ‘ venues, Services, or other Possessions, Reversions, or
 ‘ Hereditaments whatsoever, to the annual Value of
 ‘ Two HUNDRED Pounds, in our Borough and our
 ‘ Town of *Ipswich*, or elsewhere within our Kingdom
 ‘ of *England*, or elsewhere within our Realms and
 ‘ Dominions; provided they do not hold by Knight’s
 ‘ Service *in Capite*, or otherwise by Knight’s Service,
 ‘ to the aforesaid Bailiffs, &c. and their Successors for
 ‘ ever, for the Purposes aforesaid. And in like Man-
 ‘ ner by these Presents we do give and grant especial
 ‘ License to our said Bailiffs, &c. and their Successors,
 ‘ that they may have Power and Authority to have,
 ‘ receive and acquire, any such Manors, Rectories,
 ‘ Lands, Tenements, Tithes, Rents, Reversions, Ser-
 ‘ vices, Possessions, Revenues and Hereditaments,
 ‘ to the aforesaid yearly Value given and granted, or
 ‘ to be given and granted, from any of our Leige
 ‘ Subjects, the Statutes of Mortmain, or any other
 ‘ Statute Act, Ordinance, or Provision, to the contrary
 ‘ heretofore had, made, ordained, or provided, or
 ‘ any other Thing, Cause, or Matter whatsoever, in
 ‘ any wise notwithstanding.

[C.] ‘ And that our Intention aforesaid may have
 ‘ the better Effect, and that the Lands, Tenements,
 ‘ &c. to be granted, assigned, and appointed, for the
 ‘ Support of the Hospital, the Houses, and poor Peo-
 ‘ ple aforesaid, may be the better governed; and for
 ‘ the Continuance of the same; We will and ordain,
 ‘ that the Bailiffs, &c. of *Ipswich*, and their Successors,
 ‘ in every Year for ever, upon the Feast-Day of
 ‘ *St. Michael the Archangel*, in the Gild-Hall, or within
 ‘ the Town aforesaid, shall choose out of themselves,
 ‘ Four honest and discreet Burgeesses, which four Bur-
 ‘ gesses so chosen, shall be called and named *Gover-*
 ‘ *nors* of the Possessions, Revenues and Goods, of
 ‘ *Christ’s Hospital* in the Town of *Ipswich*. And that
 ‘ the said FOUR GOVERNORS *so chosen*, shall every
 ‘ Year

• Year receive into their Hands, *all the Rents* and Issues
 • of the Lands, Tenements and other Revenues, and
 • the Profits of the Possessions and Goods whatsoever,
 • granted, or hereafter to be granted, to the Use of
 • the said Hospital. And *they shall dispose* and expend
 • *the said Issues, Rents, Revenues and Profits for the*
 • *Use, Aid, and Relief of the Poor, the Infirm, and*
 • *others inhabiting in the said Hospital, from Time to*
 • *Time according to their sound Discretions.*

[D.] • And they shall in the following Year, and
 • in the Presence of the Bailiffs of the said Town, give
 • a full Account, of all that they shall have done in
 • the Premises, throughout *the whole Year of their*
 • *Office* aforesaid, to the four other Governors who shall
 • succeed in the same Place. And further we will
 • that such Governors, so to be chosen, and all others
 • to be appointed their Officers, shall be subject to
 • the Censure, and Suit [Sect] of the *Bailiffs Bur-*
 • *gessees and Commonalty of our said Town*, if they, or
 • any of them shall behave dishonestly, or otherwise
 • misbehave in their said Office.

[E.] • And further of our more abundant Royal
 • Favour, certain Knowledge and mere Motion, for
 • Us, our Heirs and Successors, as much as in us lieth,
 • we have given and granted; and by these Presents
 • we do give and grant to the said Bailiffs, &c. for
 • ever, that it shall and may be fully and wholly law-
 • ful for the said *Bailiffs Burgessees and Commonalty* for
 • the Time being, at all Times and for ever hereafter,
 • when and as often as they shall think fit and expe-
 • dient, or Necessity shall so require, to ordain, con-
 • stitute and make, all such fit, wholesome and good
 • Ordinances, Statutes and Rules, for the good Go-
 • vernment of the Poor to be kept in the said House
 • call'd *Christ's Hospital*, or of the others inhabiting
 • in those other Houses call'd *Christ's Hospital* afore-
 • said, or in any of them, as to them shall seem good.

[F.] • And also that it shall be lawful for any free
 • Burgeses of the Town aforesaid, at the Command
 • and

‘ and Instance of the said Bailiffs, or at the Command
‘ of the said four Governors, to examine all and singular idle Persons, stroling within the Town aforesaid, and the Liberties of the same; And for the
‘ said four Governors, and for the Officers to be appointed under them, to compel the said idle Vagrants to employ and exercise themselves, according
‘ to their Ability, in some honest Labour and Work.

[G.] ‘ We do also Give and by these Presents do
‘ Grant, for Us, our Heirs and Successors to the said
‘ Bailiffs, &c. and their Successors, full Power and
‘ Authority, from Time to Time, to name, appoint,
‘ make, create and ordain, such and so many other
‘ Officers and Servants under them, and the Governors aforesaid, in the said Hospital or Houses, or
‘ any of them, by the Advice of the said Governors
‘ of the said Hospital; who from Time to Time shall
‘ provide for the Poor in the same, that they be
‘ well and honestly ordered and cured; and also for
‘ the ordering and governing the said Poor as to
‘ them shall seem good and convenient, without the
‘ Hindrance of Us, our Heirs or Successors, or the
‘ Justices, Escheators, Sheriffs, Commissioners and
‘ Officers, or other Subjects whatsoever, of Us, our
‘ Heirs or Successors, any Statute, Act, Law, or
‘ Ordinance, heretofore made, or hereafter to be
‘ made to the contrary notwithstanding; so that
‘ those Ordinances, Laws and Statutes, be not contrary, or repugnant, to the Laws and Statutes of
‘ our Kingdom of *England*, or our Royal Prerogative.

[H.] ‘ And further we Give and Grant, for Us,
‘ our Heirs and Successors, to the said Bailiffs, &c. for
‘ ever, that it shall and may be lawful, as well for
‘ the aforesaid Bailiffs, &c. for the Time being, as
‘ for the said and such Governors, Officers or Servants, as the aforesaid Bailiffs, Burgessees, &c. shall
‘ appoint, or ordain, from Time to Time, to be Governors, Officers, or Servants under them, in the
‘ said House, call'd *Christ's Hospital*; or in those other
‘ Houses

‘ Houses belonging to the said Hospital; or Three,
‘ or Two of them, from Time to Time, and at all
‘ Times hereafter, as well within the Borough and
‘ Town aforesaid, and the Suburbs of the same, as
‘ elsewhere within our said County of *Suffolk*; to en-
‘ quire and examine diligently, by all Ways and
‘ Means by which they may the better know, accord-
‘ ing to their Prudence and Discretion, all and all
‘ Manner of suspicious Houses, Taverns, Inns, Ga-
‘ ming-Houses, *Ludos Saltatorios*, and other suspicious
‘ Places whatsoever; and any Liberty or Liberties,
‘ and suspicious Places exempt whatever within the
‘ said Borough and Town, and the Suburbs of the
‘ same, and our said County of *Suffolk*, by whatsoever
‘ Names or Titles they, or any of them, are, or shall
‘ be called and named. And also to search, examine,
‘ and enquire into, all and singular the Houses any
‘ ways suspected, or suspected Places whatsoever, for
‘ idle Ruffians, slothful Vagrants, Vagabonds, and
‘ sturdy Beggars, or other suspected Persons whatso-
‘ ever, and Men and Women of bad Name and Re-
‘ putation; and not only to apprehend the said Ruffians,
‘ Vagrants, Vagabonds and Beggars, within the said
‘ suspected Houses or Places, Liberty or Liberties, and
‘ Places exempt, within the said Town, or the Sub-
‘ urbs of the same, or within our said County of *Suf-*
‘ *folk*, but also the Tenants, Masters, Governors or
‘ Keepers of such Houses, or suspected Places, where
‘ any such Person or Persons shall be found, together
‘ with the suspected Persons, to commit to the *Work-*
‘ *house of Christ's Hospital* aforesaid, for the Advice and
‘ Inspection of the said Four Governors; or any other
‘ Way to punish them, by the Advice and Inspection
‘ aforesaid, as it shall seem good, lawful and expedient,
‘ to the said present Governors: Unless the Tenants,
‘ Masters, Governors, or Keepers of such Houses and
‘ Places, and Persons suspected aforesaid, can excuse
‘ and free themselves, before the said Bailiffs or four
‘ Governors of the Hospital aforesaid for the Time
H being

' being, why they so harbour and cherish the said idle
 ' Ruffians and suspected Vagabonds, or suffer them
 ' to lie, eat in, or frequent their Houses; and also
 ' unless such suspected Men, and Women, and Vaga-
 ' bonds, so taken, can sufficiently and fully shew and
 ' make appear their Honesty and good Conversation,
 ' and can give a good Account by what Means they
 ' live, and for what reason they so strole about, and
 ' frequent such suspected Houses, and obscure or pro-
 ' hibited Places: And also, that it shall be lawful for
 ' the said Bailiffs, &c. to take sufficient Security of
 ' such suspected Persons, so apprehended, for their
 ' future good Behaviour.

[I.] ' And moreover we will, that it shall be lawful
 ' for the Bailiffs and Governors aforesaid for the Time
 ' being, or for the other Officers to be appointed in
 ' the said Hospital under them, for the Time being,
 ' by the Advice and Inspection of the said Four Go-
 ' vernors, to use such Correction, and Order in the
 ' Premises, as shall seem to the said Bailiffs and Go-
 ' vernors most fit and convenient, without the Hin-
 ' drance of Us, our Heirs and Successors, or the Jus-
 ' tices, Escheators, Sheriffs, Commissioners, Officers,
 ' Servants, or Subjects whatsoever, of Us, our Heirs,
 ' or Successors, any Statute, Act, Ordinance, Restric-
 ' tion, Law, or Custom to the contrary, in any wise
 ' notwithstanding.

[K.] ' We will likewise, and by these Presents
 ' do Grant to the said Bailiffs, &c. that they may
 ' and shall have these our Letters Patents, under our
 ' Great Seal of *England*, made and sealed in the
 ' usual Manner, without Fine or Fee, great or small,
 ' to Us, in our Hanaper, or elsewhere to our Use, in
 ' any Manner to be given or paid therefore; Altho'
 ' express mention of the true yearly Value, or the
 ' Certainty of the Premises, or any of them, or of
 ' other Gifts or Grants, by Us, or any of our An-
 ' cestors, heretofore made to the said Bailiffs, &c. be
 ' not made in these Presents; or any other Statute,
 ' Act,

‘ Act, Ordinance, Provision, or Restriction to the
 ‘ contrary, made, published, ordained, or provided,
 ‘ or any other Thing, Cause, or Matter whatsoever,
 ‘ in any wise notwithstanding. In Witness whereof
 ‘ we have caused these our Letters to be made Pa-
 ‘ tents. Witness myself at *Westminster*, May 16, in
 ‘ the 14th Year of our Reign, (1572.)’

1. It appears from this Charter, that the Hospital was originally intended, (1.) for the Relief and Maintenance of Poor Aged Persons and Children; (2.) For the curing of poor sick Persons; And, (3.) For the Correction and Employment of the Vicious and Idle poor People.

2. That the Corporation at large, are not only *Trustees* for this Charity, as they are for *Tooley's* and *Smart's*, but they are entrusted in a great Measure with the *Care* and *Application* of it. For, by Clause C. They are to choose the Four Governors annually: By Clause E. They are to make Rules for the Government of the Hospital: By Clause G. They are to appoint what Officers and Servants they think proper, to act under the Governors: And by Clause D. *The Governors are made accountable to them for their Behaviour.*

3. That the Four Governors have all of them an equal Authority, and they are a sort of Deputies, or Substitutes, appointed by the Great Court to see to the Execution of *their Orders*. But they have no Power to delegate their Authority to any other Person; They cannot appoint the meanest Servant in the Hospital.

4. That FOUR other NEW Governors should be chosen *every Year*, for they are, by Clause D. in the following Year, (*viz.* after they are chosen) to pass their Accounts before the Bailiffs, and the four *other* Governors who are to succeed them. The late Practice therefore of choosing the same Persons for *ten* or *twenty Years* together, is not agreeable to the Charter. Experience shews it is proper for the Corporation to

be more cautious in their Choice of Governors, for at the Time of the Enquiry, one Gentleman who had been *Ten*, and another who had been *Twenty Years a Governor*, very frankly confess'd that *they knew nothing of the Management of this Charity*. And indeed, if the present Management be not altered, the Corporation may very well be excused from performing the Ceremony of choosing Governors; for the Committee reported, that from the Year 1718, to the Time of their making their Report, all Payments had been made by the Treasurer for the Time being, *without the Consent or Knowledge of the other Governors*. How the Hospital was governed before that Time does not appear, for *they could find no Accounts*.

Little or no Regard is had to the following Rules at present, For the *present Guide knows of none*; But in 36 *Eliz.* the Corporation Ordered

That *Masterless Idle Persons, Hedge-breakers, Harlots, Drunkards, &c.* shall be sent to the Hospital, and whipp'd, and forced to Work; At their Entrance, the Guide shall have twelve Pence for every such Person; and shall take the Benefit of their Work for their Maintenance. For Persons not able to Work the Guide shall have eight Pence a Week, and for the others nothing.

The Guide was to have 40*s.* a Year Wages, and Housing and Ground as He was then used to have. He was to have the Town Livery and Badge, and to be allowed Wheels, Cards, Bedding, and Firing, *viz.* five Chaldron of Coals and eight Loads of Wood, and a Load of Broom every Quarter. And the Governors were to be at the Charge of Surgery and Physick as need should be.

Every Person sent by Warrant of any Portman was to be received by the Guide; but He was to receive none but by Warrant.

Every of the Twenty-four Men was to bring before any Portman all Masterless Servants, Idle Persons, Hedge-Breakers, Harlots and Drunkards, &c. who
was

was to send them to the Hospital, or discharge them.

As to the continuing in, or putting any Persons out, the Guide was to be ruled as by the Bailiffs and Governors, or the more part of them, should be thought meet.

Every Child was to have once a Year, a Coat, two Shirts, one Pair of Shoes, and such other Apparel as to the Governors should seem good.

Prayers were to be said in the Chapel every *Wednesday* and *Friday* at least, Morning or Evening, and on the *Sabbath Day*, both Morning and Evening.

The Governors, or Two of them, were to meet every *Monday* Morning, or as the Bailiffs should call them, to see to the Execution of these Orders.

By Orders made in the 40th Year of *Eliz.*

If any Persons were sent to be corrected by the Town, the Guide was to have four Pence with each Person : If any were sent by their Masters or Parents, the said Masters or Parents were to pay with every one a Shilling.

For every Person to be kept there, other than such as were to be corrected, He was to have Twelve-pence a Week and their Work ; for the Persons that were to be corrected, their Work only.

By a subsequent Order, made in the Year He was to have Ten Pounds a Year, of which 6*l.* 13*s.* 4*d.* was to be paid by the Renter-Warden out of *Smart's Charity* : And Twenty Shillings for cleaning the Library, to be paid by the Chamberlains.

If any Boy should be admitted before he could spin, the Guide was to be allowed for every such Boy Ten Shillings by the Parish.

By an Order made in 1689, the Number of Boys was not to exceed Twelve for the present. Every Parish that sent any Boy was to send with him a Suit of Cloaths, two Pair of Stockings, a Pair of Shoes, two Neckcloths, and a Hat, and to pay a Shilling a Week with him for the first Year, and then to be discharged of him, If any Boy prov'd unhealthy, and
not

not fit to work, or to be bound Apprentice, upon Complaint within three Months after Entrance, He was to be sent back to the Parish from whence he came, and another was to be sent by that Parish in his Room.

After the Expiration of the first Year, the Town was to allow with every Boy Eight-pence a Week, and every Holiday or Fasting-day Two-pence a Day, and in case of Sickness, so that they cannot work, Three-pence a Day : *And the Guide was to have four Pounds a Year for teaching the Boys to read.*

These were some of the Rules which were formerly observed in the Government of the Hospital : But how far they are regarded now it is not in our Power to say; We may suppose however, that the present Rules are very few, for the Committee reported, that *there are no Books kept for the Admission or Binding out of Boys; nor for the entering of any Rules or Orders for the good Management of this Charity.*

We will proceed now to give an Account of the Revenues of the Hospital, and shew *what they are, and what they ought to be, viz.*

Present Rents received.	What they are.			What should be.		
	<i>l.</i>	<i>s.</i>	<i>d.</i>	<i>l.</i>	<i>s.</i>	<i>d.</i>
1 Baker for the Ipswich Arms,	9	0	0	9	0	0
2 Kersey's Farm at Debenham,	58	0	0	58	0	0
3 The Town-Treasurer pays,	7	10	0	6	10	0
4 Brook's Annuity,	26	13	4	19	13	4
5 Rainbird's Farm in St. Peter's,	29	0	0	29	0	0
6 Part of Kersey's Farm at Otley,	18	0	0	6	0	0
7 Part of Rivers's Farm at Whitton,	20	0	0			
8 Part of Gardiner's Farm at Creting,	20	0	0	128	3	4
9 Lambert for a Cottage in St. Peter's,	1	10	0			
10 Mr. Hodges for late Jermain's.	1	0	0			
11 Part of Blomfield's Farm at Whitton,	3	15	0			
12 Mrs. Groom for a Passage through Mr. Felaw's House,	0	2	6			
	194	10	10			
Besides the Freeman's Fee, which is,						
For one admitted by Birth or Service,	3	4				
By Purchase,	6	8				
By Presentment,	10	0				

So that the Hospital-Treasurer receives 66*l.* 7*s.* 6*d.* every Year, which that Charity has no Right to, as will further appear from the following Account of each particular Article.

1. *The Ipswich Arms* was Part of the original Endowment, mention'd in the Charter to be given by the Corporation.

2. *Kersey's Farm at Debenham* was given towards the Maintenance of the Children at School there, by the Will of NICHOLAS PHILLIPS, Portman, dated the 23d of May, 1670, which runs thus, ' I give unto ' *Richard Phillips the Younger, and Richard Phillips the ' Elder, and their Heirs, all those my Freehold and ' Copyhold Lands, Tenements and Premises, with ' the Appurtenances, situate, lying and being in De- ' benham, in the County of Suffolk, or in any other ' Town, or Towns, there or near adjoining, now or ' late in the Occupation of James Godbold, or any ' other their Assigns; To the Intent nevertheless, ' that they, or the Survivor of them, or their Heirs, ' should, by lawful License, amortise and assure the ' Premises, and the Rents, Issues and Profits thereof, to ' such Person or Persons, their Heirs or Assigns, and ' to the Bailiffs Burgeffes and Commonalty of the Town ' of Ipswich, and their Successors and Assigns, as the ' Portmen for the Town of Ipswich, for the Time being, ' or the major Part of them, for the Time being, shall ' think fit, for and to the Use and Uses, and Employ- ' ments hereafter mentioned, viz. That the Revenues ' and Profits arising of the Premises, be given and em- ' ployed towards the Learning and Teaching of poor Chil- ' dren belonging to the Town of Ipswich, and providing ' Books, Ink and Paper, and convenient Apparel, binding ' of them out Apprentices, and for the providing of Flax, ' Hemp, or Wool, or such other needful Things, as well ' for the setting the said Children to work, as for the ' Relief of them; and also for the providing of Bedding ' convenient and necessary for such Children; and also for ' providing a convenient House for the said Children to ' be*

• be taught in. The Number of the said Children, and
 • the Manner how they shall be provided for, and what
 • Allowance yearly shall be given to the Master, Governor,
 • or Guide, of such House, and for the better settling of
 • such Revenues, and ordering of such House and Children,
 • I desire my said Executors, and the said Portmen, or
 • the major Part of them, to take Orders and Directions;
 • and to appoint Receivers, and yearly to take account of
 • all Receipts and Payments, and cause them to be enter'd
 • into a large Book; and also to enter into another Book,
 • all Orders, and the Names of every Child that shall be
 • taken into the said House, and every Child that shall be
 • bound out of the said House; no Child to be taken in
 • or bound out but by the Consent of my Executors,
 • and the said Portmen, or any Five of them; and
 • whatever else shall be judged requisite and fit to be
 • done for the Settling and Establishing of this cha-
 • ritable Work, I leave to be done and ordered accord-
 • ing to the Discretion of my said Executors, and of
 • the said Portmen for the Time being, or the major
 • Part of them. And the said *Nicholas Phillips* ap-
 pointed *Richard Phillips* the Younger, and *Richard*
Phillips the Elder, his Executors, who by an Indenture
 dated 31 May, 1676, conveyed the Premises to *John*
Wright, *Luke Jours*, *Gilbert Linfield*, *Miles Wallis*,
Henry Gosnold, *William Cullum*, *Charles Wright*, *John*
Pemberton, *Lawrence Stisted*, *Edward Reynolds*, and
John Burrough, all Portmen of *Ipswich*, to the only
 Use of the said Portmen, *Richard Phillips* the Younger
 (being the other Portman) and *Richard Phillips* the
 Elder, in Trust, for the charitable Uses abovemention'd
 in the Will.

For some Years this Estate was under the Manage-
 ment of a particular Treasurer appointed for that pur-
 pose; but before the Enquiry took Place, it was or-
 dered that the Treasurer of *Christ's Hospital* should be
 Receiver of Mr. *Phillips's* Revenues. The Office of
 Treasurer was not appointed by Charter, but by the
 Corporation; He has been commonly, if not always,

one

one of the Four Governors, and is annually chosen at the same Time with them, but the same Person is continued in this Office for many Years together; and *the Directions given in the latter Part of Mr. Phillips's Will are not observed.*

Mr. Phillips may be considered as the *Founder of the School in Christ's Hospital*; For there seems not to have been any regular School there before the Time of his Gift, as appears even by the Stile of the Will itself; For He gives not the least Hint that any Boys were so educated in *Ipswich* before; He does not add to any former Allowance, nor improve upon any other Charity of the like Nature; but on the contrary, he provides among other Things *a House for the said Children to be taught in*, and then leaves them at large to be provided for at the Discretion of the Bailiffs and Portmen. This is a good Proof that at this Time the Hospital laid no Claim to *Mr. Felaw's House*.

And it is observable that thirteen Years after this Estate was settled in the Hands of the Corporation, there was no regular School-master, *only the Guide had 4l. per Annum extraordinary allowed him, that he might teach the Boys to read. See p. 62.*

We know not how this Farm came to be reduced, but in the Preacher's Roll, which was made in 1725, it is said to be *70l. per Annum.*

The Town Treasurer pays *7l. 10s. per Annum*, which is the Interest of the following Legacies.

Mr. Thomas Goodwin in 1595, gave *20l. but not a Shilling to the Hospital. See the Lending Cash.*

Mrs. Katherine Baxter in 1596 gave *30l.* towards a necessary Stock, to continue towards the Maintenance of the poor People in *Christ's Hospital in Ipswich* for ever.

Mrs. Elizabeth Robinson, in 1683, gave *100l.* to the Bailiffs, &c. of *Ipswich*, that two poor Boys might be maintained in *Christ's Hospital*. And it was order'd in 1705, that the Town-Treasurer should annually pay this *7l. 10s.* to the Treasurer of *Christ's Hospital*, as the Interest of the Sums above-mentioned.

4. *Brook's Annuity*, 26*l.* 13*s.* 4*d.* This is so call'd because it is payable out of *Brook's-Hall* in *St. Matthew's* Parish; of this Sum 19*l.* 13*s.* 4*d.* was purchased in the Year 1609 of *John Scrivener*, Esq; for the Sum of 280*l.* to be applied to the only Use, Benefit and Behoof, of the poor People of the Town of *Ipswich*, that now are, or hereafter shall be, for ever. This is applied to *Christ's Hospital*; and perhaps this is as good an Application of the said 19*l.* 13*s.* 4*d.* as any other would be. But the Seven Pounds, Parcel and Remainder of the aforesaid 26*l.* 13*s.* 4*d.* was given for other Purposes, and should be otherwise disposed of, as will appear in our Account of *Mrs. Alice Smart's* Gift, afterwards *Alice Scrivener*.

5. *Rainbird's Farm* in *St. Peter's*, of 29*l.* per Ann. So much of this as was purchased of *Mr. Purplet's* Executors certainly belongs to *Christ's Hospital*.

For *Thomas Bright* by his Will, dated 17 June 1698, gave 100*l.* to be put out on good Security, or else to be laid out in the Purchase of Land, within six Months after his Decease, by the Bailiffs and Portmen of *Ipswich*, and their Successors, for the only Use, Benefit, and Advantage, of two poor Children then belonging, and afterwards to belong, to the Parish of *St. Matthew's* in *Ipswich* aforesaid; and willed that the yearly Advantage, Interest, and Benefit of the said 100*l.* or the yearly Rents and Profits of such Lands so to be purchased, should be for ever employed for and towards the keeping and maintaining such two poor Children of *St. Matthew's* Parish aforesaid in the *Hospital* belonging to the said Town of *Ipswich*, and for and to no other Use and Uses whatsoever.

And *Richard Phillips* of *Ipswich*, Esq; by his Will, dated 17 September, 1719, did give towards the Support of the *Hospital* in *Ipswich* aforesaid, to be paid into the Hands of the major Part of the *Portmen* of the said Town of *Ipswich*, or their Order, the Sum of two hundred and forty Pounds.

With

With these two Sums Part of this Farm was purchased, as may appear by an Indenture dated 12 March, 1722, made between *Francis Colman and Henry Nash*, Executors of the last Will and Testament of *Richard Purplet* (who left these Lands to be sold) on the one Part, and *John Marlow* and seven other Portmen of *Ipswich* on the other Part, witnessing, ' That the said
 ' Executors had sold unto the said *John Marlow*, &c.
 ' all that Messuage, Lands and Tenements, lying and
 ' being in the Parish of *St. Peter's* in *Ipswich*, late in
 ' the Occupation of the said *Richard Purplet*, for the
 ' aforesaid Sum of 340*l.* unto the said *John Marlow*,
 ' &c. and their Heirs, &c. in Trust, that one Part of
 ' the yearly Rents and Profits of the Messuage, Lands
 ' and Premises aforesaid, in Proportion for One hundred Pounds, be and shall be disposed of for ever,
 ' by the Bailiffs and Portmen of the said Town of *Ipswich* for the Time being, for the Use and Benefit of
 ' two poor Children in *St. Matthew's* Parish in the said
 ' Town, in such Manner as is mention'd in the Will
 ' of *Mr. Thomas Bright* to be disposed of. And in
 ' TRUST that the Residue and Remainder of the Rents
 ' and Profits shall be for ever disposed of and applied
 ' by the major Part of the Portmen for the Time
 ' being, according to the Direction, true Intent and
 ' Meaning, of the said last Will of the said *Richard*
 ' *Phillips*, and for no other Uses whatsoever. And
 ' upon this further Trust, That when the Trustees
 ' should be reduced to two, those two should convey
 ' it to such others as the Bailiffs and Portmen should
 ' appoint.'

These Trustees are now all dead but one, yet no new Feoffment is made. Before this Purchase, the Lands in *St. Peter's* were let for eight Pounds *per Annum*, and received by the Treasurer of *Christ's Hospital*. We suppose these Lands to be Part of the original Endowment of *St. Leonard's Hospital*, which we suppose to be now standing upon the Premises, as the Farm-house belonging to it: These Lands we suppose to be the

same that are mention'd in the Extract from *Bacon*, p. 46, to be let in 1607 for 5*l.* *per Annum*. But this we acknowledge to be only Conjecture, founded chiefly upon what is there said, and the Situation of them; and how the House came into *Mr. Purplet's* Possession we cannot now say, having miss'd the Opportunity, which once we had, of examining the Deeds of this Estate.

6. *Part of Kersey's Farm at Ottley, 18*l.** This ought to be no more than Six. For the Farm was purchas'd in 1674 of *William Drane*, and paid for with one hundred Pounds that was given to the Hospital by *Mr. Hawes*, and the rest from the Overplus of the Renter Wardens Accounts of *Tooley's* and *Smart's* Charities, as appears by the Accounts themselves, where the respective Balances are said to be paid towards the purchase of *Drane's* Land; and an Order was made in 1678, that Six Pounds a Year of the Lands lately purchased of *William Drane*, shall be accounted as *Mr. Hawes's* Land, and purchased with the 100*l.* given by Him, and be employed according to his Will. And the Committee were of Opinion that the other two Thirds, or twelve Pounds a Year, should be equally divided between the two Charities of *Mr. Tooley* and *Mr. Smart*, there being very near the same Sum taken from each. One thing more we must not omit; This Farm is charged with the annual Payment of Twenty Shillings to the Poor of *Ottley*, and the Friends of the Hospital have so contrived it, that this Rent-Charge is constantly paid by *Tooley's Renter-Warden*, tho' the Hospital has for many Years received every Shilling of the Rent. From hence we conclude, that the Rents of this Farm were *not always* misapplied, but two Thirds of them being received by the Renter-Warden, He paid the Rent-Charge; in Time, we suppose, this came to be considered as a customary Payment; and that Custom continued, even after the Hospital had engrossed the whole Rent.

7. *Part of Rivers's Farm at Whitton, 20l.* Not a Shilling of this belongs to the Hospital, for it is a Part of Mr. *Felaw's* Gift, and this was given long before the Hospital was in being. For Queen *Elizabeth's* Charter was granted in 1572: And Mr. *Felaw's* Will is dated in 1482.

8. *Part of Gardiner's Farm at Creeting, 20l.* This was purchased of *Joseph Crane* with the Money that was received for Mr. *Snow's* House, being 280l. And the Money that a House of Mr. *Felaw's* sold for, being 130l. So that almost one third of this should be applied as Mr. *Felaw* gave it; the rest as Mr. *Snow* directed. But none of it should be applied to the Hospital. See the *Account of the School*.

9, 10, 11, 12. The Committee could not find that *Christ's Hospital* had any Right to *Lambert's* House in *St. Peter's*; nor to Mr. *Hodges's* in *St. Matthew's*; nor to the 3l. 15s. Part of *Blomfield's* Farm at *Whitton*. But in their Opinion, they did more probably belong to Mr. *Felaw's* Gift; as it is certain, the half Crown paid by Mrs. *Groom* does. See the *Account of the School*.

As to the present Expences of this Charity it is impossible to give any certain Account, there being so much Variety in the yearly Expences under the Denomination of the same Article; For in the several Accounts from the Year 1719 to 1742 inclusive, the Article of Schoolmaster varies from 25l. 18s. to 10l. 5s. In several Years the Guide has had above 80l. in others less than 50l. And the several Articles under-mention'd have varied as follows:

	l.	s.	d.	l.	s.	d.	
Apprentices bound out, from	18	0	0	to	3	0	0
Coals, ——— from	8	9	0	to	5	5	0
Linnen, ——— from	18	4	6	to	5	5	7
Cloaths and Mending, — from	23	5	6	to	1	4	0
Shoes, ——— from	14	5	9	to	7	12	4
Stockings, ——— from	9	19	6	to	2	6	0
Publick Suppers, ——— from	2	10	0	to	1	2	0
							And

And the whole Expence has varied from 250*l.* 7*s.* 4*d.* to 141*l.* 10*s.* 8*d.* The Committee reported, that the Accounts of this Charity had not always been regularly passed; for sometimes Accounts had been passed for four or five Years together, whereas by the Charter they should be passed every Year by the old Governors before the new ones, in the Presence of the Bailiffs. So that, for this reason, the Bailiffs should not be elected Governors of this Charity; nor should any other Person be chosen Governor two Years together; except it be right that a Man should pass his own Accounts.

They observed that the Estates belonging to this Charity have generally been let upon Condition that the Tenants should do all Repairs, and leave the Premises in good Repair at the End of their Leases. Yet it appears from the last Account that was passed of *Rainbird's Farm*, that *more than one Year's Rent was laid out in Repairing the Hedges and Ditches.*

Therefore in order to remedy these Irregularities, they did recommend it to the Corporation to take Care for the future, that the Governors, and other Officers, be chosen according to Charter. That Books be kept wherein all Orders of the Governors be entered; and the Admission and binding out of Children register'd. And that no Treasurer should pay any Sum of Money above twenty Shillings (*as in Tooley's Charity*) without a written Order under the Hands of the Governors, or the *major Part of them*, for the Time being.

We would persuade ourselves that these Hints and Cautions will all readily be complied with; because in Matters of Trust, it is not sufficient barely *to do Right*, but it is also necessary *to shew the Publick*, and convince the World *that we do so*. And this cannot be done except a regular and particular Account be kept, and then submitted to the Examination of the Publick, or of proper Persons regularly deputed by the Publick. The People have a Right to expect this, and they will not easily be prevailed with to give it up.

It

It would very much tend towards the preventing of that Confusion and Misapplication which has of late been discovered, if the Great Court would oblige all the Officers of the Corporation to keep every Donation separate, and distinguish it by itself in their Accounts; for then every Person might know for what purpose it was received, and upon what Account it should be paid. A Copy of the original Will, and of the Deeds which settle the Income of each Charity, should always be enter'd at the Beginning of every Book where the Accounts of that Charity are kept. This would serve for the constant Information of every Officer; and if a Mistake should happen, it would help him to set it right again. At present all these charitable Affairs are in such Confusion, so blended and mixed together, that if a Man be disposed to do right, the Term of an annual Office may expire, before He can learn what he ought to do.

If these Cautions had been observ'd, the Hospital might have enjoyed 19*l.* 13*s.* 4*d.* in *Brook's* Annuity, but never would have swallow'd Mr. *Scrivener's* Linnen with it. It might have the Interest of Mr. *Hawes's* Gift of 100*l.* in *Kersey's* Farm at *Ottley*, but would not, under a Pretence of that, have sunk the other two Thirds of that Farm upon the Charities of *Tooley* and *Smart*: Nor would it have devour'd Mr. *Felaw's* Estate under a Supposition that it was his Will.

Since the Enquiry, Dame *Amy Kemp* of *Kesgrave*, Relict of the late *Sir Robert Kemp, Bart.* and Daughter to *Richard Phillips, Esq;* before-mention'd, p. 66. by her Will, dated *October 11, 1745*, gave to the Hospital School in *Ipswich*, the Sum of *Two Hundred and Forty Pounds*, which she willed to be paid to the major Part of the Portmen of the said Town, to be by them applied towards the Support of the said School. And this Legacy was paid by order of *Richard Phillips, Esq;* Lady *Kemp's* Brother and Executor, *October 3, 1746*, to Mess. *John Sparowe, Nat. Cole, John Margerum, H. Rant, Henry Bond, Henry Skynner*, and *G. Clarke*,
being

being seven of the Portmen aforefaid. Sir Richard Lloyd, of Westminster, Knt. Samuel Kent, of Vaux-hall, Esq; Mr. Henry Hill, John Cornelius, Esq; and Oliver Newby, late of Woodbridge, Gent. being the other five. Upon the Report of the charitable Committee, after much Bustle and Debate, at a Great Court, Sept. 27, 1744, *It was Agreed and Ordered, that all Renter-Wardens hereafter shall be obliged to account, at least, within six Months after the Expiration of their Office:— And that the Governors of Christ's Hospital do pass their Accounts within three Months after they are off their Office:—And that all the Accounts of Martin's Charity be forthwith passed.*

But notwithstanding the Formality of this Order, It is well known, that three several Gentlemen, viz. two Portmen and one Twenty-four-Man, have served the Office of Renter-Warden, who in this present Month of December 1746, have not yet passed their Accounts. It is the more extraordinary that this should be the Case of the Renter-Wardens, because you see by the Indenture, p. 12, they ought to pass their Accounts *upon the Spot, before the new Wardens be chosen.* The common Pretence for this, that they cannot get their Lady-Rents, will never pass upon reasonable Men. We know many Farmers in the Neighbourhood of Ipswich that constantly pay their Michaelmas Rent in November, their Lady-Rent in May; and therefore if these Farms be properly let, a fair Penny-worth to the Farmers, as well as at a fair Price in regard to the Charity, it is ridiculous to pretend that the Tenants (knowing the Condition of their Obligation) cannot be made to pay their Lady-Day-Rent before Michaelmas. And indeed, the Fact happens to be the other Way; for most commonly, the Reason why these Accounts are not passed, is not, *Because the Renter-Warden cannot get his Money, but, because He Has it.*

In like Manner there have been no Accounts passed for Christ's Hospital from that Time to this. As to
Martin's

Martin's Charity, we shall speak of that afterwards. From hence you may see, that an Order of Court signifies nothing; and that every Man, as if there were no Judge in Israel, does that which is right in his own Eyes.

An Account of the LENDING CASH.

SIR *Thomas White's* Gift appears by an Indenture Tripartite, dated *July 1, 1566*, between the Mayor, Burgeſſes and Commonalty of the City of *Bristol*; The President and Scholars of the College of *St. John Baptist* in the University of *Oxford*, founded by the ſaid Sir *Thomas White*, Knight and Alderman of the City of *London*, on the ſecond Part; and the Maſter and Wardens of Merchant Taylors Hall, of the Fraternity of *St. John Baptist* of the City of *London*, on the third Part; Wherein among other Things which do not immediately concern the Town of *Ipswich* is contained as follows, *viz.*

‘ And further the Mayor, &c. of *Bristol*, for them
 ‘ and their Succeſſors, do Covenant and Grant, with
 ‘ the Conſent and Agreement of the ſaid Sir *Thomas*
 ‘ *White*, to and with the President and Scholars afore-
 ‘ ſaid, and their Succeſſors, by theſe Preſents, that
 ‘ the ſaid Mayor, &c. of *Bristol*, and their Succeſſors
 ‘ and Aſſigns, ſhall on the Feaſt Day of *St. Bartholo-*
 ‘ *mew the Apoſtle*, which ſhall be in the Year of our
 ‘ Lord 1597, at the ſaid Common Hall of *Merchant*
 ‘ *Taylors in London*, between the Hours of Two and
 ‘ Six o’Clock in the Afternoon of the ſame Day, pay
 ‘ and deliver unto the Bailiffs, &c. of *Ipswich*, or to
 ‘ their Attorney ſufficiently authoriſed under the
 ‘ Common Seal of the ſaid Town, requiring the ſame,
 ‘ the Sum of one hundred and four Pounds, of lawful
 ‘ Money of *England*, upon Condition, and for the
 ‘ Intent that the Bailiffs, &c. of *Ipswich*, or their
 K Aſſigns,

‘ Assigns, shall on the Feast of *St. Michael the Arch-*
‘ *angel next after the Receipt thereof*, disburse, or pay,
‘ or cause to be delivered and paid, to four young
‘ Men of the said Town (Clothiers to be preferr’d
‘ before others) to be named and appointed by the
‘ Bailiffs, &c. of the said Town for the Time being,
‘ or the most part of them, the Sum of *one hundred*
‘ *Pounds*, of lawful Money of *England*, that is to say,
‘ to every one of them **TWENTY FIVE** Pounds, to
‘ have and occupy the same for the Term of Ten
‘ Years next after the Receipt of the same, to their
‘ most Profit, Commodity and Advantage, without
‘ any Thing giving or paying for the Leave of the
‘ same, so as they *dwell within the said Town of Ips-*
‘ *wich, or the Suburbs of the same, for the Term of ten*
‘ *Years next after the Receipt of the same*, they and
‘ every of them finding unto the said Bailiffs, &c. of
‘ *Ipswich*, or to such other Head Officers as they the
‘ said Bailiffs, &c. shall appoint, sufficient Sureties, or
‘ sufficient Pawn, for the true Re-payment thereof at
‘ the End of the said Ten Years. To the Intent and
‘ upon Condition the *Bailiffs, &c. of Ipswich*, or their
‘ Assigns, shall upon the Receipt of the said 100*l.* in
‘ the End of the said Term of ten Years, deliver the
‘ said Sum of 100*l.* on the Feast of *St. Michael the*
‘ *Archangel*, to four other poor young Men of the said
‘ Town of *Ipswich*, being of honest Name and Fame,
‘ Occupiers and Inhabitants within the said Town, and
‘ Freemen of the same, for other ten Years next ensuing
‘ the Receipt thereof, they and every of them find-
‘ ing such sufficient Sureties, or sufficient Pawn, for
‘ the true Re-payment thereof in the End of the said
‘ Ten Years, without any Thing for the Leave there-
‘ of. And after every ten Years the same Sum of
‘ 100*l.* to be and remain, received, and delivered
‘ again, by the said *Bailiffs, &c. of Ipswich*, or their
‘ Assigns, to four poor young Men of honest Name
‘ and Fame, Occupiers and Inhabitants within the
‘ said Town, and Freemen of the same, to be named
‘ and appointed as abovesaid, to have and occupy
‘ the

‘ the same, for their most Profit and Advantage,
‘ during the Term of ten Years after the Receipt
‘ thereof, in Manner and Form as above rehearsed :
‘ And in this Manner of delivering the Sum of 100*l*.
‘ to four young Men as aforesaid, of the said Town
‘ of *Ipswich*, to occupy for ten Years, and so from
‘ ten Years to ten Years, to have Continuance within
‘ the said Town of *Ipswich*, by God’s Help, for ever.’
[The same to 23 other Towns.] ‘ Provided always,
‘ and it is by these Presents fully condescended, con-
‘ cluded, covenanted and agreed, between the said
‘ Parties, that within the Term of twenty Years next
‘ after the Date hereof, two discreet and honest Per-
‘ sons, one of the said Town of *Bristol*, to be nomi-
‘ nated, chosen and appointed by the *Mayor, &c. of*
‘ *Bristol*, and the other of and for the said *College*, to
‘ be nominated, chosen and appointed by the *Presi-*
‘ *dent and Scholars* of the aforesaid *College*, to ride and
‘ to view, at the equal and indifferent Cost and Charges
‘ of the said *Mayor, &c. of Bristol*, and the *President*
‘ *and Scholars of St. John Baptist College* aforesaid,
‘ which shall travel and ride into all and every of the
‘ said Cities and Towns afore-named, to the Intent
‘ to know and duly enquire, and search, whether the
‘ said Distributions aforesaid, be duly paid, delivered,
‘ ordered and continued, within every of the said
‘ Cities, Company and Towns, as it ought to be,
‘ according to the true Meaning of *Sir Thomas White*,
‘ and according to the Articles and Covenants before-
‘ mentioned and declared : And such of the said Ci-
‘ ties, Companies and Towns, as shall upon due Proof
‘ be found negligent in the true Performance and
‘ Execution hereof, to have the same no more ; And
‘ shall not have any more of the said Distributions of
‘ 100*l*. once in twenty-four Years ; but the same
‘ Distribution shall remain, be employed and deli-
‘ vered to some other Town, Company, or City,
‘ more necessary, and that shall be more meet for
‘ the same, as by the Discretion of the said *Mayor,*
‘ *&c. of Bristol*, and *the President and Scholars of the*
‘ said

' *said College* shall be thought meet and convenient.
 ' And further the *said Mayor, &c. of Bristol* afore said,
 ' for them and their Successors, do Covenant and
 ' Grant, by these Presents, that when and as soon as
 ' all and every of the *said twenty-four Cities, Com-*
 ' *pany and Towns*, have had and received their Dis-
 ' burtions of the Sums appointed to them by the Or-
 ' der and Form of these present Indentures, for the
 ' Uses, good Intents and Purposes before rehearsed,
 ' in Manner and Form afore said, that then the *Mayor,*
 ' *&c. of Bristol*, and their Successors, shall anew begin
 ' and make Payment and Disbursement of the like
 ' Sums and Disbursements of all the *said Sums of Money*
 ' afore said, to the Uses, Purposes and Intents before
 ' rehearsed, orderly, to the *Cities, Company and*
 ' *Towns* afore specified, in Order as they are in these
 ' Presents placed, yearly and every Year, from Year
 ' to Year henceforth for ever, in such Order, Form
 ' and Manner, as in these Presents is expressed and
 ' declared, always beginning first with the *City of*
 ' *Bristol*, and so to run in Course from *City, Com-*
 ' *pany and Town*, to *City, Company and Town*, to
 ' have Continuance from Time to Time, by God's
 ' Help, for ever, according to the true Meaning and
 ' Effect of these Presents, and to the good Purposes
 ' and Intents of the *said Sir Thomas White, Knt.* de-
 ' clared, &c.'

The Names of the *Cities, &c.* as they stand in the Indenture are as follows, viz.

1. Bristol the first Ten Years	13. Lincoln — in 1588
from — 1566 to 1576	14. Winchester — 1589
2. York — in 1577	15. Oxford — 1590
3. Canterbury — 1578	16. Hereford — 1591
4. Reading — 1579	17. Cambridge — 1592
5. London — 1580	18. Shrewsbury — 1593
6. Gloucester — 1581	19. Lynn — 1594
7. Worcester — 1582	20. Bath — 1595
8. Exeter — 1583	21. Derby — 1596
9. Salisbury — 1584	22. IPSWICH — 1597
10. Westchester — 1585	23. Colchester — 1598
11. Norwich — 1586	24. Newcastle — 1599
12. Southampton — 1587	

From

From this Gift the Corporation had received 600 *l.* when the Committee made their Report, and one other hundred was that Year due, 1744; this was paid soon after to the Corporation, or to other Persons for them, but the Clavigers *have not yet* received it, *i. e.* in *December* 1746.

2. *Mrs. Rose Bloise*, in 1579, gave to the *Bailiffs, &c. of Ipswich* 20 *l.* to be kept and employed for ever by them, for the Relief of such poor young Men as are Handicrafts, and dwelling in the said Town, for *the erecting of their Stock*, to be lent for two or three Years together, to four several Persons *five Pounds each*, upon good Security by Bond and two good Sureties, and that the next in Kindred should have the Preference, to be lent out at the Discretion of the Bailiffs and Coroners for the Time being, with the Governors of *Christ's Hospital* in the same Town, to be taken in at the Times of Payment, and lent to others upon the same Terms, for ever.

3. *Mr. John Tye*, in 1583, gave to the Bailiffs, &c. to be paid by his Executors eighteen Months after his Decease, twenty-five Pounds, to be lent by them *to five or more honest poor Persons, Inhabitants of the said Town, that either are decayed by Losses, or be willing to travel for their living*, without Interest, upon sufficient Obligations, with two Sureties *that are not Inhabitants*, for the Re-payment thereof at such Times as shall be agreed upon, and none to be lent for more than *three* Years together, and then to others, and those that had it last, not to have it again until three Years are expired.

4. *Mr. Thomas Goodwin*, Portman, in 1595, gave to the Bailiffs, &c. 40 *l.* to be lent out to *four poor Occupiers for two Years*, without Interest, and then to *other four for two Years* more, and so to others after that, from two Years to two Years, for ever. This Gentleman gave also twenty Pounds *to be laid out in Wood and Coals, to be sold again to the Poor at the same Price*. But instead of this, the Corporation pays
twenty

twenty Shillings a Year to the Treasurer of *Christ's Hospital*, as the Interest of this Money : By what Authority, or for what Reason does not appear. This *Mr. Goodwin* left also to the Poor of the Parish of *Freston*, near this Town, a yearly Rent-Charge of 1*l.* 6*s.* 8*d.* and twenty Shillings a Year for the Preaching of four Sermons in the Parish Church of *Freston*, both payable Quarterly out of his Lands in *Kesgrave*, which he left to his Grandson *Thomas Goodwin* : But it does not appear that these Sums have been paid for many Years.

5. *Mrs. Alice Scrivener*, late Wife of *William Smart*, in 1600, gave to the Bailiffs, &c. 100*l.* to lend the same, without any Profit, to ten poor Persons that are free Burgesses, Artificers, or Occupiers of the Town, for four Years, to every one of them TEN POUNDS, upon good Security for the Re-payment; and then the same to be lent out, for four Years, to other such ten Persons; and so the same Money to be used for ever. *Mrs. Scrivener* gave also seven Pounds a Year for other Purposes hereafter mentioned.

6. *Mrs. Alice Bloise*, late the Wife of *Mr. William Bloise*, in 1608, gave to the Town of *Ipswich* 40*l.* of good and lawful Money of *England*, to the Use, Intent and Purpose, that the said 40*l.* should be lent to six young Men being Freemen of the said Town, for three Years, that is to say, 6*l.* 13*s.* 4*d.* by even and equal Portions, putting in Bond, with two good Sureties, unto the Township of *Ipswich*, for the Payment of the several Sums again; which Bonds and Sureties shall be first allowed by the Bailiffs of the said Town for the Time being; and so consequently to lend the aforesaid Sum of Money, from three Years to three Years, taking the like Bonds with two Sureties, so long as the World shall endure.

7. *Mr. William Birden*, in 1616, gave to the Bailiffs, &c. 20*l.* to be lent to four poor Occupiers or Tradesmen of the Company of Shearmen, Freemen or Inhabitants of the said Town of *Ipswich*, every of them
five

five Pounds, for *four Years*, and so to others after them, to be lent from four Years to four Years for ever, and every borrower to put in two Sureties.

8. *Mr. John Barret* the same Year gave to the Bailiffs, &c. 20l. to be lent from Time to Time to *four poor Shoemakers inhabiting* for the Time being within the said Town of *Ipswich*, to every of them Five Pounds, for four Years, *Gratis*, upon such Security as they shall think fit, and so afterwards to be lent to others.

9. *Mr. William Acton* the same Year gave to the Bailiffs, &c. 80l. to be by them for the Time being lent, with the Consent of his Executor, to *four poor Clothiers*, gratis, *free Burgeses and Inhabitants* of the said Town of *Ipswich*, to every of them 20l. upon good Security for *four Years*, and after those four Years were expired to be lent to other four Clothiers, the like Term, upon like Security, in like manner, for ever.

10. *Mr. John Acton*, Son and Executor of the said *William*, added 20l. to be lent as his Father's Gift.

11. *Mr. Richard Martin*, in 1621, gave the Overplus of his Estate to be lent out to poor Clothiers. *See the Account of his Gift afterwards.*

12. *Mr. Christopher Cock*, in 1634, gave to the Town of *Ipswich* 100l. to be lent out to *four Clothiers*, 25l. each Person, and to be continued in their Hands *gratis* for *five Years*, then to be lent out to four others, and so on for ever.

13. *Mr. William Hunt*, in 1635, gave 100l. to the Town of *Ipswich*, to be lent to *five poor Tradesmen* in the Parish of *St. Mary Elms in Ipswich*, at 4 per Cent. for five Years, to give Bond with good Security for the Payment of the Principal, with the Interest, to the Church-Wardens of the aforesaid Parish, to be paid always upon *St. John's Day*, in order to buy Shifts and Shirts, to be distributed to the Poor of the said Parish. But of this the Corporation received no more than 60l. We know not exactly what was the

common

common Præmium for Money when this Legacy was given, but we think it could not be less than Six, or perhaps, Seven *per Cent.* if not more; So that *Mr. Hunt* plainly intended a double Benefit by it, to the *Borrowers of the Money*, and to the *Poor of St. Mary Elms.* Therefore, as the Value of Money is so much sunk since that Time, it may be proper to consider, Whether, or no, it would not be more agreeable to the Donor's Intention, that the Interest of this Money should be lowered? For at present, it is no Benefit to the Borrower, supposing his Security good; for he may borrow it as cheap elsewhere; and the Consequence of this in a little Time must be, that no Person, who can give good Security, will take the Money at this Rate. 2. Whether the Interest of this Money is properly disposed of?

14. *Mr. Thomas Rederick, Clerk*, in 1651, gave 100*l.* to the Town of *Ipswich*, out of certain Lands in *Essex*, to be lent to *godly Tradesmen for five Years*, upon good Security, *Gratis.* But of this the Town received no more than 76*l.* which was ordered to be lent to *three Shoemakers and three Shearmen*, 10*l.* each, and eight Pounds each to *two other Tradesmen.*

15. *Mr. Thomas Thrower*, in 1656, gave to the Town of *Ipswich* 100*l.* to be lent out freely to *ten Tradesmen being Freeman*, for three Years, 10*l.* each, and then to others, and so on for ever.

16. *Mr. John Crane*, in 1658, left Money to purchase an Estate of 60*l. per Annum*, to be received by the Town of *Ipswich* once in Five Years, to be lent out, &c. and this Gift to continue to this Use until the Town had received 200*l.* See the *Account of Crane's Gift afterwards.*

17. *Mr. Thomas Burroughs*, in 1664, gave 100*l.* to the Bailiffs and Portmen of *Ipswich*, or their Treasurer, that they, with the Consent of the *Assembly and Commonalty of the Town*, upon good Security, as they shall think fit, shall lend the said 100*l.* to *Ten Grocers Freeman* of the said Town, which have fully served their Appren-

Apprenticeships, and have most Need thereof, and are likewise reputed good Husbands, and of an orderly and sober Conversation; that is to say, to each of them 10*l.* for *Ten whole Years, Gratis*, without any Use or Interest to be required; but not to be tied up to the Trade of Grocers, unless there be a sufficient Number of that Trade who are willing to accept of the same.

18. *Sir Manuel Sorrel*, Knt. and Portman, in 1665, gave to the Bailiffs and Burgeffes of *Ipswich* 100*l.* to be lent out gratis, upon good Security, to *four Grocers*, young Beginners, and *Free of the said Town of Ipswich*, and *Inhabitants* therein, for the Space of Seven Years, and so to be lent out from Seven Years to Seven Years for ever.

It appears from the first View of this Charity, that the Fund arising from these several Gifts and Legacies, must in its own Nature be perishable; so that tho' this Money were to be lent out never so carefully, yet it would be very liable to decrease, and in a Length of Time to suffer considerable Loss. But this Evil is pretty well provided for, since *Sir Thomas White's* Gift comes in to the Aid of the Fund with 100*l.* every *twenty-fourth* Year: And besides this, the Overplus of *Mr. Martin's* Estate ought to add to it every Year; and then the Interest of the forfeited Bonds, if regularly called for, and paid, would be another considerable Addition; for the Rule is, if any Person keeps this Money longer than the Time at first limited, He is to pay at the Rate of 4*per Cent.* from the Time of the Bond's being forfeited to the Time of Payment. The present Claviger's Book mentions better than thirteen Pounds paid upon this Account; and eight Pounds from *Mr. Martin's* Estate.

The Committee were of opinion that all these Sums before-mention'd have been received by the Corporation; and indeed in their Answer to a Bill in Chancery exhibited against them, in which they were charged with the Embezzlement of this Money, the Corporation have acknowledged the Receipt of it. And it

might have been expected that the standing Funds now mention'd would have done more than have made up the Deficiency of bad Debts, so that the Capital might rather have been encreased than diminished: But it has happen'd otherwise. And that our Account of this Charity may appear the clearer, we shall give the Reader at one View, a List of the above-mention'd Gifts; specifying the Qualifications of the Persons who should have the Benefit of them; How much each Person ought to have; and for how long Time He should have them. Then our next Enquiry shall be, How much of this Money is left? What is become of the rest? And what Care is, or should be taken, to preserve the small Remainder of it?

Benefactors.	Sums given.	To whom.	How much For what	
			to each.	Time.
	l.		l. s. d.	Years.
Sir Thomas White	600	24 Free Clothiers	25	10
Mr. Cock	100	4 Clothiers	25	5
Sir Manuel Sorrel	100	4 Free Grocers	25	7
Mr. William Acton	80	4 Free Clothiers	20	4
Mr. John Acton	20	1 ditto (Elms	20	4
Mr. Hunt	60	5 Tradesmen in S. Mary	at 4 per Ct.	5
Mr. Crane	200	10 Young Men	20	20
Mr. Goodwin	40	4 poor Occupiers	10	2
Mrs. Scrivener	100	10 Free Artificers	10	4
Mr. Thrower	100	10 Free Tradesmen	10	3
Mr. Burroughs	100	10 Free Grocers	10	10
Mr. Roderich	60	6 Tradesmen	10	5
Ditto	16	2 Tradesmen	8	5
Mrs. Rose Bloise	20	4 Handicraftsmen	5	2 or 3
Mr. Tye	25	5 poor Inhabitants	5	3
Mr. Birden	20	4 Free Shearmen	5	4
Mr. Barret	20	4 Shoemakers	5	4
Mrs. Alice Bloise	40	6 Freeman	6 13 4	3
Mr. Martin	8			
Interest of Bonds	13			
Total	1722			

So much the Poor have a Right to the Use of.

As to the next Question, How much of this Sum is left? The Committee found that upon *April 24, 1744*, when they examined the Account of this Charity, there remained of this Money in the Clavigers Hands no more

LENDING CASH

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more than Eighty Pounds Seventeen Shillings and Seven-pence Half-penny.

l. s. d.

80 17 7½

The unexpir'd Bonds amounted to no }
more than, — — — — — } 280 0 0

And the forfeited Bonds amounted to — 566 14 0
927 11 7½

So that, besides the present bad Bonds, }
there is certainly lost or misapplied, } 794 8 4½

1722 0 0

What is here said of the forfeited Bonds will further appear from the following List of them; This shews when the Money was Lent; what Sum; to whom; for what Time; what Sureties were bound for it; and how long it is since the Bonds were forfeited.

No.	When Lent.	To whom.	Sub Sum	For what Time	What Sureties.	How long forfeited.
			l.	Years		Years.
1	16 July, 1661.	Tho. Meadows	10	3	Tho. Clarke & Rob. Meadows	19
2	27 Nov. 1666.	Wm. Cole	10	10	Wm. Feast & Peter Butcher	17
3	28 May, 1711	Jn. Germain	40	5	Dan. Germain & Hen. George	
4	22 Sept. 1719.	Jn. Colman	20	20	Wm. Alps & Cha. Walford	4
5	28 Sept.	Sam. Howes	20	5	John Bumpstead & Jn. Broom	19
6	20 May, 1728.	Ben. Sket	10	10	Tho. Tye & Tho. Wilder	5
7	17 June.	Edw. Coe	50	5	John Coe & Edward West	
8	25 Nov. 1729.	J. Simpson, Jun.	20	5	J. Cornelius & E. Lynch, Esq	9
9	29 Nov.	Rd. Taylor	10	5	T. Starling & J. Sparowe, Esq.	9
10	25 May, 1730.	Rd. Slythe	10	5	Wm. Clarke & Jn. Wilkinfon	8
11	4 Sept.	Ant. Sallows	20	5	J. Cornelius, Esq; G. Lawrence, Esq; T. Wilder, & W. Clarke.	8
12	16 Feb.	Rob. Hart	20	5	T. Starling & J. Sparowe, Esq.	8
13	30 Aug. 1731.	Chr. Skidmore	20	5	J. Savage & Richardson Sharpe	7
14	18 Dec.	Tho. Sheave	20	5	Jo. Sage & Stephen Man	7, at 4
15	18 Dec.	James Wade	20	5	J. Wade & Daniel Wade	7, p. Ct.
16	17 March.	Fra Ridnall	20	5	Tho. Manister & John Cobb	7
17	15 April, 1732.	Wm. Runting	20	5	J. Cornelius, Esq; & W. Chenery	7 (Ct.
18	2 Sept.	Jn. Carman	20	5	Officers of St. Mary Elms	6 4 per
19	10 Oct.	Jn. Savage	20	5	Chr. Skidmore & Tho. Baker	6
20	14 Feb.	Nat. Chenery	20	5	Ann Chenery & Hen. Harwood	6
21	26 July, 1734.	Step. Bedwell	20	5	Wm. Chenery & Jn. Prentice	4
22	27 Sept.	Jos. Parkhurst	20	5	T. Starling & J. Sparowe, Esq;	4
23	20 Sept. 1735.	Tho. Blythe	25	7	James Blythe & Jane Blythe	1
24	20 July, 1736.	Jer. Lane	20	5	Sam. Lane & Chr. Skidmore	2
25	31 July.	Abra. Pennal	20	5	Mich. Kitchen & John Jolly	2
26	3 August.	Wm. Tripp	20	5	Nat. May & John Blythe	2
27	29 May, 1737.	Rog. Goodchild	20	5	S. Lockwood & W. Goodchild	1
28	8 Oct.	Edw. Bacon	20	5	Nat. Bacon & Allan Bacon	1
29	20 Nov. 1738.	Jn. Taylor, jun.	20	5	J. Margerum & J. Taylor, Sen.	1

N. B. In justice to the Persons concern'd, we are to acquaint the Reader, that the Principal due upon the several Bonds, mark'd, No. 9, 12, 28, and 29, has been discharg'd, since the Enquiry.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
The Principal due upon these Bonds } amounts in the whole to, ———— }	585	0	0
But the Corporation receiv'd by Way } of Composition of <i>John Germain</i> , }	18	6	0

Which reduces it to ———— ———— ———— 566 14 0

Several Observations may be made upon this List ; some we shall mention. 1. It appears that in *Fifty Years* from the Date of the first Bond, the whole Sum due upon the forfeited Bonds is no more than *Twenty Pounds*, whereas from 28 *Sept.* 1719, to the End of the List, which does not include more than *Twenty Years*, the Sum due upon them amounts to no less than *Five Hundred and Twenty-five Pounds*.

2. That neither the Sums, nor the Times for which they are lent, were proportioned according to the Directions of the several Donors : So far from this, there seems to have been no Regard paid them : For those large Sums in No. 3. and 7, are not to be justified by any of the Gifts beforementioned ; no more is the common Practice of lending this Money in *Twenty Pounds* for *five Years*.

3. That some of this Money is suffer'd to be in the Hands of such Persons as ought not to have it ; For it seems to have been the Intention of most, or All the Benefactors to this Charity, that the Money should be lent to Persons *in Trade* and *Inhabitants of the Town*, towards the Advancement of *their Stock in Trade* ; therefore, if any Borrower *ceases to continue his Trade*, or *leaves the Town*, as the Reason for having this Money ceases, it may well be question'd, whether it might not be proper to have a saving Clause in every Bond, empowering the Corporation to call for the Money in either of these Cases, even before the Time
other-

otherwise appointed. But there can be no doubt but the Corporation ought to be very cautious not to let the Money be in *such* Hands beyond the limited Time; *Yet See No. 4, 11, and 17.*

The other Observations upon the List will come in more naturally under the following Articles of Enquiry. Therefore we shall proceed to account, as far as we can, for the above-mention'd Deficiency of almost 800*l.*

It appear'd to the Committee that 50*l.* of this Money was lost by lending it to one *John Wade*, formerly a Guide of Christ's-Hospital; and therefore the Committee submitted it to the Consideration of the Court, whether the Governors of that Hospital, or, at least, that Charity, were not accountable for the same. But to speak plainly, the Corporation, or else the Governors of the Hospital, paid this *John Wade* with this Money. For the Truth is, it was lent to him, but when he resigned his Place it appear'd that so much was due to Him from the Corporation, or the Governors of the Hospital, so a Discharge was given on both Sides, and an Order was made that the Treasurer of Christ's-Hospital should pay Fifty Shillings a Quarter till the whole Sum should be discharged. But it did not appear to the Committee that *any Part of it ever was paid.*

The Committee further reported, that some Years ago (about the Year 1675) when Mr. *Neave* was Treasurer of the Lending Cash, an Order of Great Court was obtained, *that the Corporation should take as much of it as they should want to pay off all their Debts, as well what they had borrowed upon Interest, as what they were indebted to some of their Officers upon the Balance of their Accounts, and for the Repair of their Mills, and what they owed to any other Persons; and for the Re-payment of the same, Security should be given under the Common Seal of the Town, together with Interest at 4 per Cent.* And that it did appear by Mr. *Neave's* Accounts at that Time, *that the Corporation took of this Lending Cash to pay off all their Debts 529*l.* 9*s.** But it did
not

not appear to the Committee that any Principal, or any Interest, was ever paid for the said Sum.

This the Committee confirm'd by their Report; but the Bill in Chancery which We have mention'd before, goes further, and mentions the particular Sums, and to whom paid, *viz.*

	<i>l.</i>	<i>s.</i>	<i>d.</i>
To Mr. Sicklemore, ——— ——— ———	50	0	0
Mr. Robert Clarke, ——— ——— ———	30	0	0
Mr. Edward Hubbard, ——— ——— ———	72	0	0
John Long, Inn-Keeper, ——— ——— ———	57	9	3
Expended in procuring Charters, ——— ——— ———	300	0	0
——— Boycat, ——— ——— ———	20	0	0
Mr. Neave, ——— ——— ———	50	0	0
Truth Norris, ——— ——— ———	50	0	0
Sir J. Barker for enfranchising Lands, &c. ——— ——— ———	50	0	0
To this we must add <i>Wade's Money</i> {			
before-mention'd, — — — — — }	50	0	0

In all 729 9 3

We confess, if there were nothing to support this Account, but the bare Suggestions of a Bill in Chancery, it would stand upon a slender Foundation: But these are confirmed by the Orders of Court above refer'd to; and if Mr. Neave's Accounts were produc'd, the Truth would more fully appear from them. We are to suppose that those Accounts were burn'd, but in an Extract which is said to have been taken from them some Time since, these further Sums are mention'd.

	<i>l.</i>	<i>s.</i>	<i>d.</i>
Lost by Mr. Melfup, ——— ——— ———	10	0	0
by Old Ambrose Frost, ——— ——— ———	10	0	0
by Mr. Snelling, ——— ——— ———	5	0	0
by Mr. Denny, ——— ——— ———	30	0	0
	<u>55</u>	<u>0</u>	<u>0</u>
			So

LENDING CASH.

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So that according to this State of the Deficiency it stands thus :

	<i>l.</i>	<i>s.</i>	<i>d.</i>
Deficient, — — — —	794	8	4½
Out of which lost as above, 55 0 0			
In the Hands of the Cor- } poration, — — — — }	729	9	3
	784	9	3

As to the remaining Sum of ——— 9 19 1½ it is scarce worth mentioning in such an Account as this, and as we have reduced the *Deficiency unaccounted for* under the Sum of 10*l.* we shall leave this part of our Enquiry with one Reflection, *viz.* That since the Corporation have lost or embezzled so large a Part of this Money by their Carelessness, or something worse, the more careful and cautious ought the present Members of the Corporation to be in their Management of the Remainder. This leads us to

The last Part of our Enquiry, which is, What Care is or should be taken, to preserve the Remainder of this Lending Cash ?

And to the Credit of the Corporation it may be said, that *something has been done* towards it ; For whereas formerly it used to be lodged in the Hands of a single Treasurer, and consequently the Safety of it depended upon the Integrity and Sufficiency of that one single Person ; about fifty Years ago the Corporation ordered the Custody of this Cash to the Clavigers, who are three Officers annually chosen, and they keep it in a safe Place, under three Keys, so that there is no coming at it without the Concurrence of all these three Persons ; By this Method the Dead Stock which is not in Use is effectually secured, it is subject to no Diminution or Fraud *but by Order of Great Court.*

The Corporation have also made several prudent Orders concerning the Loan and Recovery of this Money

Money when lent, and if these Orders had been faithfully and prudently executed, the Deficiency had been less. But the Mischief is, they content themselves with making good Rules at their Great Courts, and then commit the Execution of them to improper Persons, who seem to pay little Regard to them.

For Instance, there is an Order that all Bonds and their Sureties, and the Time they become due, shall be openly read over once every Year, at the first Great Court that is holden after *Michaelmas*. And if that Order had been constantly obeyed, the Committee apprehended, that the Gentlemen on the Bench, would not have suffered their Names to be publicly read over, so many Years together, upon Account of their being Sureties for forfeited Bonds undischarged.

And in 1718, it was ordered, that no Person having Town-Money in their Hands, shall for the future be a Security to any others to have the same. This was certainly a prudent Caution, for without it Persons might juggle together, and by being bound for one another, get this Money into their Hands, and avoid giving that Security which the Corporation intended to have when they required two Persons to be bound for every Borrower. *Yet compare Number 13, 19, 24:*

Again, when a Surety died before the Bond expired, the Person who borrowed the Money, was obliged formerly to find another good Surety: But this Additional Security is wanted to several of these Bonds. *See N^o 1, 2, 5, 6, 8, 16, 17, 19, 20, 21, 22, 25.*

Formerly all Orders of Great Court for lending any of this Money, mentioned *whose Gift* it was, and that the Person should have it *according to the Gift*, and should put in *such Security as the Assembly, or Great Court* should approve of; But within the Space of the Enquiry little Regard had been paid to these Cautions, though an Order was made in 1728, That all Money should be lent out according to the *exact Will of the several and respective Donors*; For now it is

is call'd *the Town's Money*, and of late, you see, it has generally been lent in *Twenty Pounds*, and for *five Years*, and upon *such* Security as *the Bailiffs* approve of.

They call it *the Town's Money*; as such, the *Free-men* think they have a Right to scramble for it, and when they have finger'd it, it appears by the List, that, to speak most tenderly, they are very remiss in repaying it. But if the Principals are negligent in this Point, Why are not the Sureties called upon, and the Bonds sued? The Committee, in their Report, gave an Answer to this Question.

They said, there had been repeated Orders of Great Court, that all Persons, and their Sureties, should be sued, whose Bonds were expired, if they should not discharge the same by a certain Time limited: That within the Space of their Inquiry there had been no less than *Sixteen Orders of Great Court for that Purpose*; and yet they could not find that *any Writs were ever sent for but once*, and then the Town-Clerk was threatned to be turned out of his Place for so doing: That some of the Portmen were Sureties in the present forfeited Bonds, for a hundred Pounds and upwards, Part of which had then been expired more than nine Years; and as they would not suffer themselves to be called to account for this Money, every body else was screened under their Wings.

And therefore, considering the present State of Things, it is not at all probable that what is left of this Fund will be preserved, unless an Order be made, and kept, that no Person should be admitted to be a Surety for any Borrower of it, who is free of the Corporation. See *Mr. Tye's Gift*. This would disengage the Gentlemen who undertake *the Management of the Corporation*, from many a disagreeable Application; and then, if the Bonds should not be discharged within three Months after the Expiration of them, they might be regularly sued, and yet the Town-Clerk might keep his Place.

But the Great Court should also consider, that it is to no purpose to make Orders, if they do not at the same Time secure the Execution of them; and this they cannot do, unless they sufficiently provide for the frequent assembling of Great-Courts. For now, if a disagreeable Order is made, they desist from calling Great Courts till it be forgotten, and so no more Notice is taken of it. Hence it is, that some whole Bailiwicks have elapsed without one Court, besides those required by Charter; and in others so few were called, and those held as it were by Stealth, that little Business could be done at them. Hence it was that the charitable Committee *could never deliver the whole of their Report*: It was not a proper Time,—it was too late then,—the Court was called for another Purpose,—they had too much Business,—they should shortly have another,—or the like Excuses shuffled it off, until the Time was expired that the Committee was appointed for, and then They were told that they had no Power to finish their Report. And if in *thirty Years* SIXTEEN Orders have been made for the same Purpose, and not one of them has been executed, something must be wrong in this Body Corporate, some of the Springs, or Wheels of this political Machine must be faulty, or to say the least, they must want cleaning. These Things considered, it is submitted to the Consideration of the Body at large, whether the most effectual, if not the only Way to prevent these Evils for the future, would not be to oblige the Bailiffs, upon the Day of their Election, and before they go off the Hall, to give Bond, under a large Penalty, that they will hold, at least, so many Great Courts within the Year of their Bailiwick; that is to say, at such and such Times, and there will abide, or continue the same by Adjournment, till all the Business shall be done that shall be proposed *by the Assembly, viz. the Bailiffs, Portmen, and twenty-four-Men, or any Member of the same.*

Before

Before we leave this Charity, we must give the Reader one Caution, *viz.* That tho' we have, in the first State of it, consider'd the forfeited Bonds amounting to 566*l.* 14*s.* as *so much Money in hand*; yet several of those Bonds are known to be bad. The Corporation, for Instance, have received for *John German's* Bond of 40*l.* by Composition, no more than 18*l.* 6*s.* And an Order has been made to take a Composition for *Edward Coe's*, tho' nothing has yet been received for it. And whenever these Bonds are prosecuted, there will be a considerable Addition to the Sum of 794*l.* 8*s.* 4*d.* $\frac{1}{2}$; which was what we stated the present Deficiency at. But if the Corporation will pay the Interest of the Money in their Hands, according to their Order in 1675, supposing it to be no more than what the Committee laid it at, 529*l.* the Interest of it at 4*per Cent.* in 71 Years, is better than 1500*l.* which will much more than compensate for the present bad Bonds.

After reading this Account of the Lending Cash, one may well admire how the Corporation can publickly give out every Year, in the Preacher's Roll, that "Of all this Lending Cash, a thousand Pounds, or so much as is at this Time, or hath for above 40 Years been in hand, is constantly passing from Hand to Hand according to the Gifts." For notwithstanding all the Art and Caution which is used in the wording of this, *no Part of it is true.*

AN ACCOUNT OF
Mr. CRANE'S LEGACY.

AS *Mr. Crane* was a considerable Benefactor to the Lending Cash, we here annex an Account of his Legacy.

John Crane, of Cambridge, Esq; by his Will dated 26 June, 1651, gave to the University of Cambridge, and the several Towns of *Ipswich, Cambridge, Lynn, and Wisbich*, as follows, viz. “Whereas I have appointed and required, and do earnestly desire my
 “Executors to buy threeſcore Pounds a Year of good
 “Lands and Tenements, ſo as the Tenants may have
 “a good Pennyworth to pay willingly their Rent,
 “but I deſire it may be threeſcore and two Pounds a
 “Year, which I beſtow freely and willingly in Manner and Form following. I deſire my Executors
 “to take good Care in the ſettling of it in good
 “honest Mens Hands and able Men, as Feoffees in
 “Trust, as they ſhall think ſafeſt to be beſtowed. I
 “think *Wisbich-Men* very ſafe, the Ten Men corporate of *Wisbich*, or as my Executors ſhall think beſt.
 “The Uſe as follows. The firſt Year’s Rent to the
 “University of Cambridge.—The ſecond Year’s Rent
 “to the Town of *Wisbich*, being ſixty Pounds to be
 “lent freely to three young Men to help to ſet them up,
 “they putting in good Security to repay it at the
 “End of twenty Years : And that then it be lent out
 “to three other young Men in like order, they putting
 “in good Security for Repayment at the twenty Years
 “End. And this 20*l.* and ſo every other 20*l.* to be
 “ſhifted from one Man to another at the Expiration
 “of twenty Years ; and this Gift to continue until
 “there be two hundred Pounds Stock to be lent out as
 “above. The third Year’s Revenue to the Town of
 “Cambridge, &c. The fourth to *Lynn Regis in Norfolk*, &c. The Fifth Year’s Revenue I give to the
 “Town

“ Town Corporate of Ipswich, being the Town wherein
 “ Mr. Butler of famous Memory was born, and also my
 “ own Father, and this to continue until the Town
 “ hath 200l. Stock, threescore Pounds a Year coming
 “ in every fifth Year, this to be disposed of and lent
 “ out by the two Bailiffs of Ipswich, the Recorder, and
 “ four of the Chief Men of that Body, they taking
 “ good Security for every 20l. so lent, in like order
 “ as *Wibich* doth. Every Town having the 200l.
 “ Stock, to be lent freely for twenty Years, and shifting
 “ to new Parties every twenty Years, (except the Uni-
 “ versity,) my Intent and Meaning is, that the three-
 “ score Pounds a Year shall continue to every Town
 “ afterwards every fifth Year, but the Use changed.
 “ That is; As it falls to come to every Town, in-
 “ stead of lending it to young Men or others, as be-
 “ fore expressed, this threescore Pounds a Year shall
 “ be given and bestowed upon poor honest Men that be
 “ imprisoned for Debt, or old Women; or the Relief of
 “ poor Men in Want; or to relieve them out of Prison
 “ for Debt; desiring them entrusted in this Business, As
 “ they will answer it before GOD, that they relieve the
 “ most honest, godliest, and religious Men and Women in
 “ the said several Towns, that have lived well and had a
 “ good Report, being fallen into Decay by some extraordi-
 “ nary Occasion, and not to give it to dissembling, hypo-
 “ critical Persons.”

And by a Codicil dated 20 September following,
 Mr. Crane added,—*Item*, my Meaning is, that if any
 “ of them entrusted to lend this 20l. a Piece to di-
 “ verse Men, be so careless in doing thereof, as they
 “ lose one half of the former 200l. that then the
 “ other Towns formerly bequeathed the like, shall
 “ have the whole Profit of this my Gift bestowed on
 “ them, for the Use of the Poor of them Towns,
 “ and that Town to have no more. *Item*, I do give
 “ Forty Shillings to every Town where this Money is
 “ to be bestowed, to have a Sermon that Year, to in-
 “ vite other Men to do the like. *Item*, I have desired
 “ my

“ my Executors to buy 62*l.* a Year, for the Use of
 “ the Poor, 20*l.* a-piece to honest young Men for
 “ Twenty Years freely. I will, that this continue till
 “ every Town has 200*l.* to lend to Ten young Men,
 “ and after that the 60*l.* shall go to the Use of the
 “ Poor, as in this my last Will is set down.” And
 Mr. Crane appointed *John Crane* of *Houghton* in *Bucks*,
 and *Thomas Rant*, Esq; his Executors, who in pur-
 suance of the said Will, and of a Decree in Chancery,
 dated 28 *June*, 1658, did by Indenture, bearing Date
 4 *August*, 1658, sell to ten Feoffees (two appointed by
 each Corporation) several Parcels of Land, Meadow
 and Pasture, containing by Estimation 132 Acres, ly-
 ing in the several Bounders in *Fleet* and *Holbitch* in the
Parts of Holland in *Lincolnshire*, then let upon a Lease
 for 20 Years to *John Atterton* and *William* his Son, at
 the yearly Rent of 62*l.* to the Use of them and their
 Heirs, but subject to the Trusts and Uses in the said
 Indenture expressed, &c.—And in regard to the
 Corporation of *Ipswich* this Indenture says,

“ And upon further Trust, That They, their Heirs
 “ and Assigns, shall permit and suffer the Bailiffs, &c.
 “ of *Ipswich* for the Time being, to take and receive
 “ the Fifth Year's Rent or Revenue of the said Land
 “ and Premises hereafter to grow due, that is to say,
 “ the yearly Rents and Profits thereof which grow
 “ due or payable in and for the Year 1662, and so
 “ afterwards every Fifth Year's Rent of the said Lands,
 “ successively, the one after the other, as the same
 “ shall happen from and next after the said Year
 “ 1662, in such like Manner and Order as the said
 “ *John Crane* did by his last Will limit and appoint,
 “ the said yearly Rents to be disposed of by the two
 “ Bailiffs, the Recorder, and Four of the chief Men of
 “ that Body for the Time being, in such Manner and
 “ Form, and to such Person and Persons, and for such
 “ Time and Times, and to and for such Uses, Intents
 “ and Purposes, as the said *John Crane* hath in and by
 “ his last Will and Codicil annexed thereto, as afore-
 “ said

" said, directed, limited and appointed, as touching
 " and concerning the same;—and not otherwise,
 " nor in any other Manner; out of which said yearly
 " Rents and Profits, *Forty Shillings is to be thereout,*
 " *from Time to Time, paid for preaching of a Sermon,*
 " *which is to be had and preached in the Parish Church*
 " *of St. Matthew's in Ipswich* aforesaid, being the Pa-
 " rish wherein the Testator's Father was born, *on the*
 " *second Tuesday in October*, in every Year that the said
 " Rents shall be so had and received by the said Bai-
 " liffs, &c. and their Successors, for the Time being,
 " in Commemoration of the said Testator, and of the
 " said charitable Gift aforesaid. And upon this fur-
 " ther Trust and Confidence, that when there is not
 " above *Two* left of the said Feoffees living, that they
 " and their Heirs shall, upon the Request and at the
 " Charge of the said University and the four Towns
 " before-mentioned, assure the said Premises to ten
 " other Persons and their Heirs, *two* whereof to be
 " nominated by each of the said five Places, for and
 " upon the same and like Trusts, as before-mention'd,
 " whereby the said good and charitable Gift and Be-
 " quest may be continued as aforesaid, and so on for
 " ever."

This Estate so little answered Mr. Crane's Intention,
 that the 200 l. given to be lent out freely, was not all
 received by this Corporation before the Year 1713.
 Or, if it was, it came into such Hands as never ac-
 counted for it, as appears by the Accounts that are
 left in the Book, call'd *Crane's Book*, whereas it should
 have been compleated so long ago as the Year 1677.
 But there is reason to suspect there was a considerable
 Fraud in the Purchase, for in a Year or two after
 that, the Tenant of this Estate run away, and instead
 of 62 l. it was let for no more than 48 l. *per Ann.*
 And from hence it is, that some Years the Rent has
 not brought in clear above 30 l. and in some Years no-
 thing has been received. It is not very probable that
 an Estate left in this Manner should be made the most
 of;

of; but the present Recorder of *Lynn* has exerted himself, and after much Trouble, (for which he deserves the hearty Thanks of every Corporation concern'd) He has brought up the Rent beyond the Sum mention'd in the Will. For He has now let it to one *Thomas Hather*, for twenty Years from *Lady-Day* next, 1747, at 66l. *per Ann.* the Tenant to bear all Charges whatsoever, except the Land-Tax; but in Consideration of the very bad Condition of the Ditches and Fences (which by all accounts cannot be put in order under 50l.) the Tenant is to have an Abatement of 10l. for the first five Years. And the Rent is made payable half-yearly, to the respective Corporations or their Order.

How far the 200l. is lent out according to the Will of the Donor, has already been shewn. And as to the other Uses above-mention'd, the Committee reported, That within the last thirty Years, wherein the Town had received the Legacy six times, they could find no Account how the Money had been disposed of, *except for one Year, and then it was not disposed of according to the Will, and the Indenture now recited.*

In 1718, It is said to have been received by *Mr. Henry Hill*, and paid by Him to the late *Mr. Grave-nor*; The Sum was 31l. 17s. 8d. But it does not appear what He did with it. The next Turn for 1723, the Sum was 40l. and received by *Mr. Sparowe*, and, as appears by his own Writing, *divided by Him among the Portmen.*

In 1728, It was 40l. and received by *Mr. Nash*, and it is said to have been distributed by *the Bailiffs and four Portmen*; But to whom, how, or in what manner, the Account doth not say, except for relieving — *Boyzard* out of Prison 4l. It seems pretty odd, that they could think of no more Particulars to mention. In 1733, when *Mr. Cornelius* and *Mr. N. Cole* were Bailiffs, *there is no Account at all*; so who received it, or what it was, or how it was disposed of, we know not; *they should say.* In

Mr. CRANE'S LEGACY.

97

In 1738 Mr. Sparowe receiv'd 30l. and disposed of it as is hereafter set down, viz.

	l.	s.	d.
Letters, _____	0	1	6
Mr. Cornelius, _____	4	4	0
Mr. Cole, _____	4	4	0
Mr. Marlow, _____	2	2	0
Mr. Hill, _____	2	2	0
Messrs. Marston and Margerum, —	4	2	0
Mr. Cornwallis, _____	1	1	0
Mr. Batho, _____	1	11	6
Mr. Crocker for Hall and Snell, —	0	10	0
To Cobb, _____	0	5	0
To G. Hunt, _____	0	5	0
To Sutton, _____	0	10	0
John Field, _____	0	5	0
Samuel Cordy, _____	0	5	0
Widow Bentley, _____	0	5	0
Edward Warren, _____	1	1	0
Benjamin Dewy, _____	1	1	6
Widow Somers, _____	0	10	0
Richangal, _____	0	5	0
Widow Sayer, _____	0	5	0
Lott Knights, _____	0	5	0
Meat to the Goal, _____	1	18	10
Dispos'd of by J. Sparowe, _____	3	0	0

29 19 4

In 1743 it was 38l. 10s. and received by Mr. Margerum, and as he told the Committee, not yet disposed of. *Qu. Whether it be disposed of now in 1746?*

And tho' it is required that 40s. shall be paid for a Sermon in the Church of *St. Matthew*, on the second Tuesday in October, no Part of the Rents had been applied that Way, nor had there been any such Sermon within the thirty Years. But in the Year 1743, the Sermon was preached, and the Money paid for it by Mr. Margerum.

N

The

The Committee recommended it to the Court, that for the future the Person who receives this Money should pay it away by Virtue of Warrants signed by those who have the Disposition of it, according to *Mr. Crane's Will*; And when one Year's Income is all dispos'd of, that then the Account should be passed and enter'd in the Book call'd *Crane's Book*, which, as they did suppose, was bought for that purpose.

An Account of

Mr. MARTIN'S GIFT.

AS the Overplus of *Mr. Martin's Gift* is to be added to the Lending Cash, we shall here give an Account of that.

Richard Martin, a Portman of Ipswich, by Deed dated 18 Feb. 19 Jan. 1621, between him and the Bailiffs and Portmen of *Ipswich*, gave his Farm in *Westerfield*, after the Decease of Him and his Wife, to them in TRUST, that they should [after the Decease of some Persons to whom he gave Annuities] yearly and every Year for ever bestow and pay out of the Issues and Profits of the Premises TWENTY Pounds, unto two such Scholars of the University of Cambridge, as formerly were Scholars in the Free-School of *Ipswich*, as the two Bailiffs, and the Majority of the Portmen of the said Town for the Time being, should nominate and appoint, viz. Unto one of them, being Batchelor of Arts, and Resident in some one of the Halls or Colleges of the said University, fourteen Pounds yearly, so long and for such Time only as the Two Bailiffs and the greater Number of the Portmen shall appoint; and to the other of such Scholars aforesaid six Pounds a Year, being likewise Resident in one of the Halls or Colleges aforesaid, so long and for such Time only as the Two

Bailiffs

‘ Bailiffs and the Majority of the Portmen shall appoint. And that such Persons as are any Ways related to the said *Richard Martin* or *Ann* his Wife, should be preferr’d before others, if any of them should be a Scholar or Scholars there. And that as often as the said Bailiffs and Portmen shall think fit to cease, or withdraw, both, or either of the said yearly Payments, they shall immediately nominate and appoint two, or one other Scholar, or Scholars in the Room of him or them that shall be dismissed, in the same University as aforesaid, who may likewise have and enjoy the Benefit; and so to do from Time to Time for ever, if any such Scholars shall be Resident in the said University.

‘ And in case no such Scholars be there, then the said 20l. shall be employed and bestowed in such Manner and Form as to the two Bailiffs and the major Part of the Portmen shall seem most meet and expedient. And that they shall bestow yearly for ever, *TEN Pounds in Apparel*, to be distributed by the Appointment of the two Bailiffs of the said Town of *Ipswich* for the Time being, among the poor Inhabitants of the said Town, whereof the Poor of *St. Margaret’s* Parish shall have yearly, for ever, so much of the said Apparel given to them as shall be worth *Forty Shillings*.’ And after the Death of those Persons to whom He gave Annuities, He gave the Overplus of the Profits of the said Premises, to be from Time to Time lent out, upon good Security, freely to such poor Clothiers and Shearmen, or if such be not to be found, then to other Inhabitants, being Freemen of the said Town, *as the Bailiffs, the most of the Portmen, and Common Council* shall think fit, and for so long Time as they shall think meet, not exceeding seven Years to one Man. Provided, that the Kinsmen and Alliance of the said *Richard Martin* and *Ann* his Wife be first preferr’d. And also, that a Lease which he hath from the said Town shall be likewise employed after the Decease

‘ of Him and his Wife, as the Revenues aforesaid
 ‘ And that within two Months next after the Decease
 ‘ of any Seven of the said Bailiffs and Portmen, the
 ‘ Premises shall be conveyed by the Survivors to the
 ‘ Use of themselves and such other Persons as shall
 ‘ be then Bailiffs and Portmen of the said Town, to
 ‘ the Uses, Intents, and Purposes aforesaid, and so
 ‘ on for ever.’

By this Deed it appears, that the Bailiffs and Portmen have the Management of this Charity, except the Overplus which is to go to the Lending-Cash. And it did appear to the Committee that for the thirty Years of their Enquiry, no more than 8*l.* 8*s.* 10*d.* $\frac{1}{2}$ had been paid to the Clavigers, as the Overplus of the said Estate.

But this Estate lets for 50*l.* a Year; it pays no Taxes; and the Tenant stands to the Repairs; so that besides the 20*l.* Scholarships, and the 10*l.* for Cloathing, there seems to be no reason why the Lending-Cash should not have received in all that Time, almost, if not quite, 20*l.* *per Annum*. Whereas it does not at all appear, what is become of this Overplus, or to what Purposes it has been applied; For during all that Time no Notice was taken of the next Legacy.

And the Committee reported, that *one of the Bailiffs, or a Portman*, is always Receiver of this Charity; and of late Years they have not been disposed to pass any Accounts, but keep the Overplus *in their own Hands*: That out of Twenty Years last past, there are no less than *Seventeen* not accounted for. And the Committee were informed, that one of the Treasurers whose Accounts were not then passed, had more than 50*l.* in hand of the Money belonging to this Charity.

That of all the Accounts that had been passed, *there was not One to be found in the Treasury*, so that the Committee were not able to report how this Charity had been applied. But they did apprehend, from the following Order, that it had sometimes been contrary to the Donor's Intention. “ 12 Nov. 1722.
 “ Whereas

“ Whereas *Mr. Martin's* Charity has been misapplied,
 “ it is Ordered by the Bailiffs and the major-Part of
 “ the Portmen and Four-and-twenty-Men here *as-*
 “ *sembled*, that the Treasurer of the said Charity shall
 “ from henceforth apply the said Revenues according
 “ to the Intent of the said Will. And that Ten
 “ Pounds only shall be yearly laid out for Cloathing;
 “ and the Surplusage of the said Charity shall remain
 “ for a Stock to be lent out to poor Freemen, accord-
 “ ing to the Intent of the Donor, and for no other
 “ Use.” And accordingly the Overplus of the next
 Year was paid to the Clavigers: But the Receivers of
 this Charity have paid so little Regard to this Order
 since, that (except *Mr. Colman* for two Years and a
 Half,) *they have not passed their Accounts at all, and keep*
the Overplus to this Day. They would not dare to do
 this, if there were frequent Great Courts to call them
 to Account for it.

The Committee found also, that in some Years there
 have not been Scholars at *Cambridge* entitled to receive
 the 20*l.* *per Annum* given as above. But they were
 not able to acquaint the Court what the Bailiffs and
 major Part of the Portmen had done with it; because
 they had no Accounts to examine concerning it.

It is true, the Bailiffs and Portmen have the sole
 Disposal of the 20*l.* Scholarships, and the Ten Pounds
 worth of Cloathing. But the Common-Council have
 a Right to a Share of the Management as to the Dis-
 position of the Overplus; and therefore the Accounts
 of this Charity ought not to be sunk upon the Pub-
 lick, but fairly passed, and every Year examined by *the*
Assembly at least, the Bailiffs, Portmen and Common-Coun-
cil: And then the poor Men whose Property the Over-
 plus is, might be satisfied that they are not defrauded
 of it; at present, *it is certain, they are.*

An ACCOUNT of
Mr. BURROUGHS'S LEGACY.

THIS Legacy is here mention'd, because *Mr. Martin* was concerned in the Settlement of it.

Mr. John Burroughs of *London*, by Will dated 22 *March*, 1613, gave to the Bailiffs, &c. of *Ipswich*, 100*l.* to be paid at such Time as they shall purchase Lands or Tenements of the clear and yearly Value of five Pounds, to them and their Successors for ever, for the Good and Behoof of the Poor of the said Town of *Ipswich* for ever : The said Sum of five Pounds a Year to be yearly bestowed and distributed by the Bailiffs, Burgeses and Commonalty for the Time being, or by the Church-Wardens of the Parish of *St. Lawrence* in *Ipswich*, upon every Good-Friday for ever, in the Church of *St. Lawrence*, presently after Morning-Prayer, to Forty poor Men and Women of *Ipswich* aforesaid.

And the said *Richard Martin*, in Consideration of the said 100*l.* to him paid by the Bailiffs, &c. by Indenture, 29 Nov. 19 *James* I. sold a Piece of Land or Pasture, called *Mangers*, and another called *Swans-Nest*, lying in *Westerfeld*, to the said Bailiffs, &c. of *Ipswich*, and their Successors, for the Use before-mentioned in *Mr. Burroughs's Will*. Afterwards the said Bailiffs, &c. granted a Lease of the said Land to *Mr. Martin* and *Ann* his Wife for a hundred Years, if either of them should so long live, they paying the clear yearly Rent of five Pounds. And it appears that the respective Treasurers of this Corporation received the said yearly Rent of 5*l.* during the Life of the said *Mr. Martin* and of *Ann* his Wife; and after their Decease they receiv'd the Rent of seven Pounds a Year for the same; and that they have constantly received the same to this Day. And it did further appear to the Committee, that none of this Money had been employed according to the Will of the Donor, during the 30 Years of their Enquiry, but that it had constantly been received

by the Town-Treasurer, and applied to the Use of the Corporation.

We may further add, that upon the best Enquiry we can make, from the oldest Persons now living, it does not appear when this ever was applied to the Uses for which it was given. But what the Committee reported appear'd so clearly, that immediately upon the Report, the Great-Court made an Order for the future yearly Payment of the *whole Sum of seven Pounds* above-mentioned. And it was accordingly distributed for the first Time, upon *Good Friday*, in the Year 1744, in the Church of *St. Lawrence*, by the *Church-Wardens of the same*, immediately after Morning Prayer, to 40 poor Men and Women *three Shillings and Sixpence each*.

By this Order the Corporation *did something* towards rectifying this Neglect, but we presume *not enough*. For tho' *Mr. Martin* sold this Land for 100 *l.* it is plain from the Account above given of it, it was worth much more even at that Time; and if the Land let for 7 *l.* immediately upon his Death, which happened in 1622, the Reader will easily believe it is worth a great deal more now, especially considering that those Fields contain no less than *Twenty-six Acres* of arable Land, within a Mile and a Half of this Town; and the Tenant has declar'd that he has *no Land* but what he gives *fourteen Shillings an Acre* for.

AN ACCOUNT of the GRAMMAR SCHOOL.

THERE was a Grammar School in this Town, under the Direction of the Bishop of *Norwich*, before *Mr. Felaw's* Gift. For it was ordered at a Great Court, held 17 *Edw. IV. i. e.* 1477, that "the Master of the *Grammar School* shall have the Government of all the Scholars within the Liberties
" of

“ of this Town (excepting little Ones call'd *Apes Eyes*)
 “ taking such Salary as by *the Bishop of Norwich* is
 “ appointed.”

What that Salary was, or by whom it was paid, does not appear; but it seems as if it was not thought sufficient; for in 22 *Edw. IV.* (1482) It was order'd, that “ every Burgeſs Inhabitant ſhould pay to the
 “ Master of the *Grammar School* for a Boy 8 d. per
 “ Quarter, and no more.” However, for the further Encouragement of the ſaid Maſter, it was ordered at the ſame Time, that he ſhould celebrate the Guild of *Corpus Chriſti* during his Life. In this ſame Year *Richard Felaw, Portman*, (eight Times Bailiff, and twice Member of Parliament for this Town) gave his Houſes and Lands, by Will dated 2 *Jan.* 1482, as followeth.

Item, ‘ I will that my Mees beyng agayn the Gate
 ‘ of the Fryers Preachers in *Ipswich*, be ordained to
 ‘ be for ever a common School Houſe and Dwelling
 ‘ Place for a convenient *Schoolmaſter, the ſaid Maſter*
 ‘ *to be there ſet and deputed by the Ordinary of the Dio-*
 ‘ *ceſe of Norwich*, at the Nomination of the Baileys
 ‘ of the Town of *Ipswich* for the Time being; which
 ‘ Maſter ſo named, deputed and ſet, ſhall have the ſaid
 ‘ Mees for his Dwelling Place and School-Houſe
 ‘ freely, without any Thing therefore yielding. Alſo
 ‘ the ſaid Maſter ſhall have to him and his Succeſſors
 ‘ a Meſſuage, with a Curtelage adjoining to the ſaid
 ‘ Meſſuage, on the North Side of the ſame, and
 ‘ other Lands and Tenements, that is to ſay, Three
 ‘ Cloſes in the Town of *Whitton*, and within the
 ‘ Lordſhip of *Brooks-Hall*; For the which Meſſuage,
 ‘ Curtelage, Lands and Tenements, the ſaid Maſter
 ‘ for the Time being, ſhall receive and teach all Chil-
 ‘ dren, born and dwelling within the ſaid Town of
 ‘ *Ipswich*, coming to the ſaid School, freely, without
 ‘ taking any thing for their teaching, except Children
 ‘ of ſuch Perſons as have Lands and Tenements to
 ‘ the yearly Value of 20 s. or elſe Goods to the Value
 of

‘ of 20*l.* to be sold. And also the said Master for
 ‘ the Time being shall keep Reparations of the said
 ‘ Messuages, Lands and Tenements.’——

The *Grammar School* has not for several Years received any Benefit from this Legacy, but the Profits of these Houses and Lands have been applied *to the School in Christ's Hospital, or to the Hospital itself.* And as *some well-meaning Persons* are inclined to think that the Corporation have a Right to dispose of it to that purpose, in order to set this Dispute in as clear a Light as we can, we will first set down what we have met with relating to it, and then beg Leave to make a few Observations upon the Materials which we here produce.

4 *Hen. VIII.* (1512) These Lands are said in *Bacon's Book* to have been demised to one *Robert Gooday*, and are described as the Lands *late purchased by Richard Felaw, for the Use of the Grammar-School-Master.* Nor is it denied but that the Profits of these Houses and Lands were properly applied, *i. e.* to the Master of the *Grammar-School*, till they were alienated at the Request of *Cardinal Wolfey*, 20 *Hen. VIII.* (1528.) as appears partly from the following Letter, the Original of which is said to be in the Exchequer Record-Office, and partly from the under-mention'd Entry in *Bacon's Book*

“ To my Lord Legate's good Grace.

“ Pleaseth your Grace to be advertised, that we, the
 “ Bailiffs, Portmen and Inhabitants of this the King's
 “ Town of *Ipswich*, have lately perceived, by Master
 “ Dean of your new College of *Ipswich* aforesaid,
 “ that your Pleasure and Device is, that *all such Lands*
 “ *and Tenements as of old Time have been limited and*
 “ *appointed to the Grammar-Master there*, should be
 “ given to your new College, towards the Sustentation of your *new Master of Grammar* of your School
 “ there, and his Successors, and by your Grace appointed and ordained, and that your Grace would
 “ have our free Assent unto the same.

" It may please your Grace to be advertis'd, that
 " We well apperceive and consider the manifold
 " Goodness that your Grace has shewed, as well in the
 " Erection of the same College and Grammar School
 " there, as also many and divers Things that it hath
 " pleased your Grace to do to the Weal of the said
 " Town, for which we confess ourselves unable to
 " make your Grace any sufficient Recompense : But
 " as touching your said Request and Desire, We all
 " be not only content freely with our Assent to ac-
 " complish and fulfil the same, *but also to do and exe-*
 " *cute all and every other Thing* that shall be hereafter
 " your gracious Pleasure to advertise us to do *for*
 " *Corroboration of the same*, as knoweth our Lord God,
 " who send unto your Grace, our especial good and
 " gracious Lord, long Life and Health to his Plea-
 " sure, and to the full Accomplishment of all your
 " honourable Affairs.

" Written at *Ipswich*, by your most humble and
 " daily Beadsmen, the Bailiffs of *Ipswich*.

" *James Hill,*

" *Thomas Manser.*"

At an Assembly of Bailiffs, Portmen, Twenty-four,
 and some of the Commoners, all their Names being
 set down, and amongst the rest the Names of *Hum-*
pbery Wingfield and *Lionel Talmach, Esqrs.* they gave to
the Dean and Cannons of the Cardinal's College of St.
Mary in Ipswich, all the Interest of the Town in the
 Lands in *Whitton* and *Ipswich* which the Town
 claimed in them by the last Will and Testament of
Richard Felaw, or otherwise.

James Hill,
Thomas Manser, } Bailiffs.

Henry Stannard,
Nich. Harvey, } Justices.
William Stisted,
John Butler,

It is thought by some, that the Corporation *only ap-*
plied the Profits to the Cardinal's College, and did not
 divest

divest themselves of the Fee of these Estates; but if it had been so, it had been sufficient for them to have done then, as they have done more than once since, *viz.* to have made a short Order that the Profits of the said Estates should be applied to such a Purpose. But here we see it was *the Cardinal's Pleasure that these Lands should be given to his new College*: They promise to fulfil his Pleasure, and *to do and execute every thing* that he should require *for the Corroboration of the same*: And they actually gave to the Dean and Canons of the aforesaid College *all the Interest* of the Town in the Lands aforesaid. The Thing might be illegal; but *Wolsey*, who was Prime Minister, Lord-Chancellor, and Legate, at the same Time, was to take care of that; nor is there any room to doubt, but that the Corporation lost no Time in making, as far as they could, the aforesaid Conveyance. Thus it stood till the *Cardinal's Fall*, which happened about three Years afterwards; and then all that belong'd to his College was seiz'd by the King, and as we may very probably conclude, these Lands among the rest. It is great Pity that the School-Charter of *Henry VIII.* cannot be found; if that were brought to Light, we make no Question but these Lands would appear to have been regranted to the Town by that: But at present all we know with Certainty is this, that the Corporation has thought fit to misapply the Profits of this Estate in whole, or in part, almost from that Time to this, notwithstanding these Lands have all along been call'd the *Grammar-School Lands*.

Thus in 4 *Edw. VI.* a Part of these *Grammar-School Lands* was granted to the two Chamberlains of the Town, at a small reserv'd Rent for 21 Years; and *Bacon* says expressly, *This was for a Debt due to the Chamberlains from the Town.*

In 17 *Eliz.* The *Grammar-School-Lands* were order'd to be employ'd to the Use of the Poor in *Christ's Hospital*.

In 36 *Eliz.* There was another Order to the same Effect.

In the Reign of *James I.* one *James Leman* was Master of the *Grammar-School*; He did not behave well, and the Corporation being dissatisfied with him, and He refusing to quit, they set up *another Grammar-School at the Hospital*, in Opposition to that appointed by Charter. This may be collected from the following Extracts taken from *Bacon's Book*.

" 1. *James.* *James Leman* elected School-master, and his Presentation thereto shall be granted under the Common-Seal.

" 4. *James.* The Houses and Lands which *Mr. Felaw* gave shall be employed according to the Gift, and a meet Master shall be provided for the School.

" 5. *James.* The Money laid out about erecting a *Grammar-School at the Hospital-Hall*, shall be paid out of the Hospital Revenues.

" 5. *James, Oct. 26.* The Treasurer of the Hospital from Time to Time shall receive the Rents of *Mr. Felaw's* Lands, and pay the same to *William Awder, elected School-Master*, by half Years, without Warrant from the Bailiffs." This Scheme of having *another Grammar-School* in Opposition to the *Charter School*, was a bad Precedent that ought never to be followed, but it did not last long; and the Attempt seems to shew, that in the Opinion of the Corporation at that Time, the proper Application of *Mr. Felaw's* Gift is to a *Grammar-School-Master*.

The Corporation finding this would not do, determined, the Year after, to turn *Leman* out: For 6 *James*, *James Leman* is discharged from being School-Master for his evil Behaviour, and unprofitable teaching, and an Ejectment shall be sealed of the House and Lands, in *James Leman's* Occupation, and of the School-House. The same Year they chose *Mr. Downing* Master of the *Grammar-School*. This had the desired Effect, for upon giving *Leman* a Quarter's Salary he quitted. So it was Ordered, 6 *James, Aug. 17.* That *Mr. Leman* shall

shall have a Quarter's Wages, and Twenty Shillings out of *Smart's* Revenues.

N. B. In 12 *James* I. These Grammar-School Lands let for 19 *l.* *per Annum*, and the House in *Thorn's* Occupation, (which was sold afterwards for 130 *l.*) let for 5 *l.* 10 *s.* *per Annum*.

These Disputes were so far from hurting the School, that on the contrary, some Good came out of the Evil, for afterwards *Mr. Felaw's* Gift was more properly applied.

For in 14 *James*, *Mr. Eston*, the Master of the Grammar-School, was ordered to have 1 *l.* 13 *s.* 4 *d.* and the Usher, *Mr. Cottisford*, 11 *l.* out of *Mr. Felaw's* Revenues.

11 *Car. I.* The Lands were let with others to one *Hadlock* for 61 *l.* and they have continued to be let with them, as we suppose, ever since. We do not find any other material Orders about them in *Bacon's Book*. In general, the Practice has been for the Corporation to receive the Rents and manage them as they please, paying to the Master of the Grammar-School a small annual Sum: This for many Years was 11 *l.* (no more!) But not content with that, in 1705, the Assembly agreed, that *Mr. Felaw's House* given to this Town, commonly call'd *the Usher's House*, opposite to the Hospital-Gate, shall be employed for a School and School-House, according to the Donor's Directions: And that the Lands lying in *Whitton*, or elsewhere, given to this Town by Him, shall for the future be employed for the Maintenance of the Master of the School. [*viz. the Reading-School at the Hospital.*] And this was afterwards confirm'd by Order of Great-Court. However the Master of the Grammar-School expected his usual Stipend; and had it for several Years; but it was paid by the Renter Warden out of the Profits of *Tooley's Foundation*, or *Smart's Gift*. It went on thus to the Year 1718, when the Renter-Warden for that Year, *Mr. Hubbard*, thinking that he could not be justified in making that Payment, refus'd to pay it;

so from that Time it was stopp'd. At last, in 1737, *Mr. Leedes*, grown old and infirm, refused to resign the School unless he was paid the Arrears that were due to him from *Mr. Felaw's* Gift; and then the Corporation agreed to pay him all: So they gave him a Bond, which since that has been discharged, and the Sum amounted to about 200*l*. Thus the Corporation, already exhausted by their Extravagance, subjected themselves to the Payment of this Debt, which ought to have been refunded from the insatiable Gorge of the Hospital, for there it had been devoured.

Since *Mr. Leedes's* Resignation the Corporation have been more cautious, but not more just; for they have made the last, and the present Master, submit to be chosen upon such Terms, as will effectually prevent their claiming *Mr. Felaw's* Gift.

This is all the Light we have been able to get about this Affair, and unless we had more, it is not easy to say what Right the Corporation had to this Estate, or how they came to have the Disposal of it: For in the Clause of *Mr. Felaw's* Will above-recited, the Corporation is not so much as mentioned. But surely, they *can have* no more than the Trusteeship and Receivership of this Estate; and supposing them to have that, we presume, the Reader will be satisfied that they ought to apply it to *the Grammar-School*, and not to the *Reading-School at the Hospital*, and much less to any other Purpose, as they have done, if he attends to the following Observations, which we here offer to the Perusal of the Publick.

We observe then, That the Description in the Will, answered to no other School-master than the Master of the Grammar-School; for there was not at that Time, *nor is there at this Day*, any Master *so nominated, deputed, and set* in This Town, but the Master and Usher of the *Grammar-School*.

2. That no more than *Thirty Years* after these Lands, &c. were given, when this Fact was most likely to be known, it is expressly said in *Bacon's Book*, that *Mr. Felaw*

Fellow purchased them for the Use of the Grammar-School-Master.

3. That in 1528, the Corporation acknowledge in their Letter to *Cardinal Wolsey*, that these Lands were *of old Time limited and appointed to the Grammar Master.*

4. That in 17 *Eliz.* or about 1574, when this Gift appears first to have been misapplied to the Hospital, there was no School at all there. *See the Account of the Hospital, p. 62.*

5. That it seems to have been the Opinion of the Corporation in 4 *James I.* or 1607, that the proper Application of this Gift was to the Master of a *Grammar-School.*

6. That tho' the Hospital might at that Time enjoy a Part of this Gift, yet, notwithstanding *Mr. Phillips's* Donation, there was no School there before the Year 1689. And then the Children were taught to read by the *Guide of the Hospital, who had no more than 4*l.* per Annum for his Trouble.* See *Christ's Hospital.*

7. That from the Account of the said Hospital it appears, that the present Value of this Gift amounts to near 30*l.* per Annum, and sometimes there are not above 12, or 14, or 16 Boys in the Hospital: At such Times, if the Reading-Master there has the whole Gift, as is pretended, He is far better paid than the Usher of the Grammar-School, and better, we presume, than the Master of any Charity-School in *England*: If He has not the Whole of it, All that He has not, must evidently be rank'd under the Head of Embezzlement. But the Master of that Reading-School has no more than 15*l.* per Annum; *Quere*, therefore, what Answer the Corporation can give as to the gross Misapplication of the Remainder; even upon their own Principles?

8. That the present total Misapplication of this Gift is of late Date, no older than the Year 1705. And there is a very good Reason for restoring it to the Grammar-School, viz. Because the most likely Way to have the School supplied by Men of Ability, is to encrease the Revenues of it, so as to make it more worth

the

the Acceptance of such Men. And if it be said that the Terms of *Mr. Felaw's* Will are not now complied with by the Masters of the Grammar School; They may be, in a great Measure, if the Corporation put in such Children as are there described; and these Terms are not now complied with by the Reading Master of *Christ's Hospital*, nor ever will be.

Hoping therefore that this Affair will be more properly adjusted, we will proceed in our Account, by observing, that tho' *Wolsey's* School and College came to nothing, He may in Effect be consider'd as the Founder of our Grammar School, for what He did was evidently the Occasion of *King Henry's* Foundation. The Charter of *Henry VIII.* was renewed, confirmed and enlarged by Queen *Elizabeth*, for the Reasons given in her Charter, which runs to this Effect, viz.

' *Elizabeth D. G. &c.* Whereas there hath for a
' long Time been, and still continues to be, a cer-
' tain General and *Free Grammar-School*, founded by
' our most dear Father *Henry VIII.* late King of
' *England*, within our Town of *Ipswich*, in our
' County of *Suffolk*, consisting of a Master and
' Usher, [*Magistro Informatore & Hypodidascalo*] to
' instruct the Children of our Subjects, and of the
' Subjects of our Heirs and Successors in Learning
' and Knowledge, within the Town aforesaid, and
' *elsewhere within our Kingdom of England*: Which
' Offices of Master and Usher are in our Disposal;
' and the said Master and Usher of the School afore-
' said have had and were to have for their Wages
' and Stipend 38 *l.* 13 *s.* 4 *d.* *per Ann.* to be received
' and paid every Year out of the Issues and Profits
' of our Manors, Lands, Tenements, Possessions and
' Hereditaments, in our said County of *Suffolk*.

' Know Ye, &c. That We especially desiring that
' the Children and Youth of our Kingdom of *Eng-*
' *land* should be instructed as well in Probity of Man-
' ners, and the Study of Virtue, as in good Letters,
' and

and all kind of Erudition, especially in *Grammar*, which is the Beginning and Foundation of all other Learning, of our especial Grace, and of our certain Knowledge and mere Motion, have ratified, approved, and confirmed, and by these Presents, as much as in Us lieth, for Us, our Heirs, and Successors, do ratify, approve and confirm the aforesaid Foundation, and every Thing therein contained.

And whereas we are given to understand that the School aforesaid hath often been vacant by the Death or Cession of the Master of the said School, for a long Time before it has been provided with another Master, from whence it has happened, that the Boys there at School, during all the Time of such Vacancy, have not been instructed, and have spent the Time aforesaid idly, without any Benefit, to their great Loss and Detriment; And further, that the aforesaid Sum of 38*l.* 13*s.* 4*d.* assign'd and appointed for the Salary or Stipend of the aforesaid Master and Usher of the said School, has very often for a long Time after the Days and Times of Payment of the same been behind, and unpaid, from whence it has often happened that the said Master and Usher have been the less able to stay there any longer, and give their Diligence in instructing such Boys in Learning, to the great Prejudice and Loss, as well of the said Boys, as of the Inhabitants of the whole Town aforesaid, and contrary to the pious and good Intention of the aforesaid Founder: And whereas we are given to understand that the aforesaid Master and Usher have often been remiss and negligent in executing their several Offices in all Things relating to their Attendance and Instruction of the Children and Scholars of the said School, because neither the Bailiffs Burgeses and Commonalty of our Town aforesaid, nor any other our Magistrates had any Right or Authority to animadvert upon them or any of them, to the great Detriment of the Scholars aforesaid.

[A.] ‘ We considering the Premisses, and very
 ‘ much desiring the Continuance and right Govern-
 ‘ ment of the aforesaid School, according to the Foun-
 ‘ dation of the same, of our more abundant Grace
 ‘ have willed, ordained and constituted by these Pre-
 ‘ sents, that our beloved Subjects the Bailiffs, &c. of
 ‘ *Ipswich*, and their Successors, and also of our cer-
 ‘ tain Knowledge and mere Motion, for Us, our
 ‘ Heirs and Successors, by these Presents, do Grant
 ‘ to our said beloved Subjects the Bailiffs, &c. of the
 ‘ said Town of *Ipswich*, in our County of *Suffolk*, and
 ‘ their Successors, that they and their Successors, after
 ‘ the Death of our beloved Subject *John Scot*, who
 ‘ now possesses and exercises the Office of Head-
 ‘ Master of the said School, shall and may have full
 ‘ Power and Authority of naming and presenting any
 ‘ fit Person *to the Reverend Father in Christ the Bishop*
 ‘ *of Norwich* for the Time being, Ordinary of the
 ‘ said Place, and his Successors, to undertake the Bur-
 ‘ den and Office of Head Master of the School afore-
 ‘ said, as often as the said School shall be in Want of
 ‘ a Master, and that the Person so nominated and
 ‘ presented by the said Bailiffs, Burgeesses and Com-
 ‘ monalty, and by the said Ordinary adjudged and
 ‘ accepted as fit, shall immediately by the said Bailiffs,
 ‘ &c. of the said Town be actually admitted into the
 ‘ Possession of the said Office.

[B.] ‘ And further, by these Presents, we have
 ‘ willed, ordained and instituted, that our said be-
 ‘ loved Subjects the Bailiffs, &c. of *Ipswich*, and their
 ‘ Successors, and also of our certain Knowledge and
 ‘ mere Motion, by these Presents, We do, for Us,
 ‘ our Heirs and Successors, Grant to our said beloved
 ‘ Subjects the Bailiffs, &c. and their Successors, that
 ‘ They and their Successors, whensoever, and as often
 ‘ as the School aforesaid shall be vacant of an Usher,
 ‘ shall have Power and Authority of naming and ap-
 ‘ pointing such a fit and proper Man to undertake
 ‘ the Burden of an Usher of the School aforesaid, as
 ‘ the

‘ the Master of the School aforesaid for the Time being
 ‘ shall have adjudged to be fit to undertake the said Office;
 ‘ And to remove every such Usher, so by them to be
 ‘ nominated and appointed, from his Office, for any
 ‘ notorious Crime or Negligence in and about the
 ‘ Execution of his said Office, and as often as it shall
 ‘ seem to them fit and expedient; and another, or
 ‘ others to appoint in his or their Places. And that
 ‘ every such proper Man fit to undertake the Burden
 ‘ of Usher of the School aforesaid, and by the said
 ‘ Bailiffs, &c. named and appointed, as the Master
 ‘ of the School aforesaid for the Time being shall
 ‘ have adjudged fit to undertake the said Office, shall
 ‘ be admitted and actually introduced to the Posses-
 ‘ sion of the Office of Usher of the School aforesaid,
 ‘ by the Master of the said School.

[C.] ‘ And that the Bailiffs, &c. for the Time
 ‘ being, *with the Consent of the Ordinary* of the Place
 ‘ aforesaid, shall and may make fit and wholsome
 ‘ Statutes and Ordinances in writing, concerning and
 ‘ touching the Ordering, Governance and Direction
 ‘ of the Master and Usher, and of the Scholars of
 ‘ the School aforesaid for the Time being, and other
 ‘ Things concerning the Ordering, Governance, and
 ‘ Preservation of the same. And we do Will and
 ‘ Grant, and by these Presents do strictly Charge and
 ‘ Command, that the said Statutes and Ordinances so
 ‘ to be made, be from Time to Time inviolably ob-
 ‘ served for ever.

‘ And further our Will is, and by these Presents
 ‘ We do grant, that every Person which hereafter
 ‘ shall actually be introduced to the Office or Place of
 ‘ Master aforesaid, shall have and enjoy every Year,
 ‘ during the Time of his Continuance in the said
 ‘ Office or Place, for his Wages, Salary and Fee,
 ‘ 24*l.* 6*s.* 8*d.* of lawful *English* Money, Parcel of the
 ‘ Sum of 38*l.* 13*s.* 4*d.* aforesaid: And that every
 ‘ Person who for the future shall be actually admitted
 ‘ and introduced as aforesaid to the Office or Place

of *Usher*, shall have and enjoy for the Exercise of the said Office of *Usher* every Year, during the Time of his Continuance in the said Office of *Usher*, for his Wages and Salary, the Stipend and Fee of 14 l. 6 s. 8 d. of lawful *English* Money.

[D.] And that this our Intention may have the fuller and better Effect, Know Ye, That we of our more abundant Grace, and of our certain Knowledge and mere Motion, have given and granted, and by these Presents for Us, our Heirs and Successors, do Give and Grant to the said Bailiffs, &c. and their Successors, a certain Annuity or Annual Rent of 38 l. 13 s. 4 d. of good and lawful *English* Money; that is to say, for the Support of the *Master* of the said School, 24 l. 6 s. 8 d. and for the Support of the *Usher* of the said School, 14 l. 6 s. 8 d. of good and lawful *English* Money yearly, from Year to Year, for ever; to have and to enjoy, and yearly to receive the said Annuity or Annual Rent of 38 l. 13 s. 4 d. per Ann. to the said Bailiffs, &c. and their Successors for ever, after the Death of the aforesaid *John Scot*, out of the Rents, Profits and Revenues, growing and arising out of our Manors, Lands, Tenements, Rents, Possessions, and Hereditaments, and those of our Heirs and Successors, in our said County of *Suffolk*, as well by their own proper Hands, and in their proper Hands to be detained out of the Fee Farm of the Town aforesaid, as by the Hands of our Receivers, Bailiffs, Collectors, Tenants, or Farmers, or other our Occupiers, or Officers for the Time being, to be paid at the Feast of *St. Michael the Archangel*, and the Annunciation of the Blessed *Virgin Mary*, by equal Portions every Year, the first Payment to begin at that Feast of the Feasts above-mentioned, *St. Michael the Archangel*, or the Annunciation of the Blessed *Virgin Mary*, which shall first happen after the Death of the aforesaid *John Scot*.

Our Will also is, that they shall have these our Letters Patents, under our Great Seal of *England*, without

Fine

‘ Fine great or small to be paid in our *Hanaper* to Us,
 ‘ Although expresse Mention, &c. notwithstanding.
 ‘ In witness whereof, &c. Witness Myself at *Westmin-*
 ‘ *ster*, 18 *March* in the Eighth Year of our Reign.
 ‘ (i. e. 1565.)

This Charter enlarged the former Grant to the Corporation in the following Particulars :

1. The Corporation had a Right to *choose and nominate the Master and Usher*, which Power was before in the Crown. Clause A. and B.
2. They might pay them out of the Fee Farm Rents *due from the Corporation*, and *detain their Stipend every Year*, whereas before the Master and Usher were paid out of the Rents of the *County at large*. Clause D.^r
3. They had a Power to *remove the Usher*. Clause B.
4. They had a Power to *make Rules for the Government and Preservation of the School*, &c. Clause C.

In Consequence of this last Power the following Rules were made in 1571, viz.

ORDINANCES made by the Bailiffs, &c. of *Ipswich*, at a *Great Court* holden in the *Moot-Hall* in the said Town, on the 26th Day of *July* in the 13th Year of the Reign of our Sovereign Lady *Elizabeth*, &c. and with the Assent of *John Bishop* of the See of *Norwich*, Ordinary of the said Place, to be observed from henceforth by the Master, Usher and Scholars of the *Free-Grammar-School* within the said Town, according to the Grant and Commandment made in that Behalf by our said *Sovereign Lady*, by her Letters Patents dated at *Westminster*, 18 *March*, in the *Eighth* Year of her Majesty's Reign.

1. ‘ That the Master and Usher that now be, shall
 ‘ forbear to receive into the Free Grammar-School of
 ‘ *Ipswich*, any more Scholars, until the Number of
 ‘ them be come down under the Number of *Five*
 ‘ *Score*, and then, and from thenceforth, the Master
 ‘ and Usher for the Time being shall not take into
 ‘ their

' their Charge above the said Number of *Five Score* at
 ' any one Time together, to be taught within the said
 ' School, whereof the Children of the *Inhabitants* of
 ' *Ipswich*, and others being Free Burgesses of the
 ' same, shall be *first* preferr'd and received, upon No-
 ' tice to be given to the Master or Usher, or either of
 ' them, by their Parents or Friends, before the Chil-
 ' dren of *Foreigners* be received. And if there shall
 ' not be Children of the Burgesses and Inhabitants of
 ' the said Town within the said Town to fulfil the said
 ' Number, then the same may be supplied with the
 ' Children of *Foreigners* next adjoining to the said
 ' Town. Provided, that for the better Advancement,
 ' and Increase of *some more Benefit of Living* to the said
 ' Master and Usher, it shall be lawful for the Master
 ' to receive *eight Children*, and the Usher *four Children*,
 ' of the *Inhabitants* of the Country, to be taught
 ' within the said School, over and besides the said
 ' Number of *Five Score*.

2. ' That the Master and Usher, with their Scho-
 ' lars, shall, kneeling upon their Knees, devoutly,
 ' every Day, say or sing such godly Morning and
 ' Evening Prayers or Psalms, as shall be written in a
 ' Table to be hanged up in the upper Part of the said
 ' School.

3. ' The Master, for the better Execution of his
 ' Charge in the Premises, shall every Morning in the
 ' Year be in the School with his Scholars, being not
 ' otherwise letted, by *seven* of the Clock, and the
 ' Usher at *six*; and there remain and abide until
 ' *eleven*. And every *Afternoon* to be there at *One* of
 ' the Clock, and to remain there until *Four*, through-
 ' out the Year.

4. ' That there be ordained in the said School for
 ' ever *Seven* Forms, for so many distinct Degrees of
 ' Learning. And that the Scholars in every Form,
 ' during their School-time, speak *Latin* the one to
 ' the other; and in every Form except the First
 ' Form, a *Præpositor* to be set, that shall note the
 ' Defaulters therein.

5. ' That

5. ' That it shall be lawful for the School-Master
' to appoint Times of Recreation *once in the Week*, and
' that upon *Thursday* in the Afternoon; unless, at the
' earnest Request of some Honourable or Worshipful
' Body, some other Day or Time shall be thought
' more convenient to the School-Master for the
' Time being.

6. ' The Master and Usher shall receive none into
' the said School *unless he can read and write in a rea-*
' *sonable Manner*, and be apt to learn Grammar; and
' such as be unapt, to be put out by the Judgment of
' the Bailiffs of the said Town, the Preacher, the
' School-Master, and the Usher for the Time being.

7. ' That the said Master and Usher shall yearly
' cause the best learned Scholars of the said Town,
' to the Number of Six at the least, to make every
' one a several Theme, or certain Verses in *Latin*, and
' deliver them to the *Bailiffs of Ipswich* for the Time
' being, yearly, on *New-Year's Day*, to the Intent
' that they may see how they profit in Learning.

8. ' The Master and Usher shall every *Saturday*
' and Holiday-Even at Afternoon, teach and instruct
' so many of the Scholars as shall come to them, in the
' Catechism in *Latin*, set forth by *Master Alexander*
' *Nowell*, and now allowed to be taught in the Schools
' by the Archbishops and Bishops of this Realm; the
' *New Testament* in *Greek* and *Latin*; and also to in-
' struct them in good Manners, and Behaviour to-
' wards their Parents, and towards every other State
' and Degree. And the said Scholars, and every of
' them, to rehearse their Lectures again the next
' Working-Day, in the Morning, if it is required of
' them.

9. ' The said Master and Usher, and all their Scho-
' lars, shall come to ordinary Sermons within the said
' Town of *Ipswich* at least *once in a Week* besides *Sun-*
' *days and Holydays*, and that such as the Master and
' Usher shall think most meet, shall be charged to
' make

‘ make Report of the Sermon, or some Part thereof;
‘ when they return to School again.

10. ‘ The said Master and Usher shall not go forth
‘ of the Town of *Ipswich* above two Days together,
‘ without a sufficient Deputy, or License of the Bailiffs for the Time being, except it be in ordinary
‘ Vacations, or in their Sickness.

11. ‘ That none shall be received into the said
‘ School, unless the Parents or Friends of the Scholar
‘ to be received, do faithfully promise to the Bailiffs,
‘ Master, and Usher, that the Scholar so to be received, shall not be taken from thence again before
‘ Four Years ended, (if the Master and Usher shall
‘ judge him meet to remain there so long) except the
‘ License of the said Bailiffs be therein obtained, upon
‘ some reasonable Consideration or Request.

12. ‘ That no Scholar shall be absent from Divine
‘ Service on Sabbath-Days, or from his Lectures appointed by the Master or Usher on other Days, upon
‘ pain that the Friends or Parents of every such Scholar, being adult, to pay a Penny to the poor Men’s
‘ Boys, and the other not adult, to be punished by the
‘ Discretion of the Master or Usher. And the Master
‘ and Usher to appoint such as shall be adult, and also
‘ to adjudge the Causes of Absence that shall be meet
‘ to pay a Penny as aforesaid: And to take Order for
‘ Negligence in speaking of *Latin*, as they shall think
‘ meet. And if any shall be obstinate, and not agree
‘ to this Order, then upon Complaint of the Master
‘ and Usher to the Bailiffs, and other the Number
‘ aforesaid, or any three of them, the Parties so being
‘ obstinate or not agreeing, to be removed, or otherwise ordered at their Discretion.

13. ‘ That every Scholar do keep the Place and
‘ Form appointed by the Master and Usher, during
‘ School-Time, without walking to any other Place,
‘ or talking one with another, except it be for Learning, or other necessary Occasions allowed by the
‘ Master or Usher; and that none use often going out

of

‘ of the School, or remain forth any longer Time
 ‘ than shall be convenient, and such Defaults to be
 ‘ presented by the Præpositors.

14. ‘ If any Scholar shall be taken, or convict, of
 ‘ or in any *notorious Inconvenience*, his Removing to
 ‘ be committed to the Bailiffs, Preacher, Master,
 ‘ Usher, and Town-Clerk, for the Time being, or any
 ‘ four of them, whereof the School-Master to be one.

15. ‘ That the School be daily swept, and made
 ‘ clean, by the Appointment of the Master or Usher.’

But in length of Time several of these Rules were become obsolete and inconvenient, and several Attempts have at different Times been made to alter them : But it does not appear that any new Rules have been made since that Time, till this last Year ; when, by an Order of Great Court, 1 July 1746, *Thomas Thurston*, Esq; the Rev. *Titus Tweedy*, Cl. *Richard Canning*, Cl. *Richard Brome*, Cl. *Charles Beaumont*, Cl. *William Cornwallis*, Cl. and Mr. *William Craighton*, or any Four of them, were to be a Committee, *to inspect all former Rules and Orders made concerning the Grammar School in this Town ; and to draw up further necessary Rules and Regulations for the governing the said School, in Conformity to the Charter, and according to the present Circumstances ; and therein to have regard to the settling Limits of Jurisdiction between the Master and Usher, &c.* This Committee We shall call the *School-Committee*, to distinguish it from the other *Charitable Committee* ; which has been so often mentioned. This Order was founded upon what the *Charitable Committee* reported concerning the State of the School ; and in Compliance with it, the *School-Committee*, or so many of them as acted, unanimously agreed upon the following Rules and Orders.

I.

‘ The Master and Usher shall receive into the
 ‘ School, and teach freely, all such Boys (provided
 ‘ they can read and write) *as the Assembly of the Town*
 ‘ *of Ipswich*, for the Time being, shall appoint, not

Q

‘ exceed-

* exceeding the Number of TWENTY FIVE to be
 * taught freely together at one Time (those under
 * *Smart's* and *Tyler's* Charities included, for whom
 * the Master and Usher shall be paid, at least, as they
 * usually have been.) And they may receive into the
 * same School, and teach there, any other Boys from
 * the Town or Country; and the Master and Usher
 * may also accept and receive such further Gratuity
 * or Reward for their Diligence, as the Parents or
 * Friends of any Scholar shall think fit to offer them.

II.

* Prayers shall be devoutly said in the School by
 * the Master or Usher every Morning; and by one
 * of the Boys of the upper Form at Eleven, and again
 * at leaving School in the Afternoon, as has been ac-
 * customed.

III.

* The Master and Usher shall be in the School
 * with their Scholars every Morning, from *the First of*
 * *March to the First of October*, before Seven o'Clock,
 * and continue there till *Eleven*: In the Afternoon, by
 * *Half an Hour after One*; and continue there on *Mon-*
 * *days, Wednesdays and Fridays*, till *Five*; and on *Tues-*
 * *days and Thursdays*, till *Four*. And from *the First of*
 * *October to the First of March*, they shall be in the
 * School from *before Eight* in the Morning till *Ele-*
 * *ven*: And every Afternoon, from *Half an Hour after*
 * *One* till *Half an Hour after Four*, on *Mondays, Wed-*
 * *nesdays and Fridays*; and on *Tuesdays and Thursdays*,
 * till *Four*.

* A List of such Boys as are tardy or absent shall
 * be made by the Senior Boy of the Usher's Side
 * every Morning and Afternoon, and carried to the
 * Master an Hour before the School breaks up: The
 * like shall be done on the Master's Side by such Boy
 * as he shall appoint, and both Lists shall be entered
 * in a Book to be kept for that purpose by one of
 * the Boys of the upper Form, and after such Entry
 * the same shall be read over to the Master.

* Such

Such Boys as shall be tardy or absent, shall for the first Offence be admonished by the Master or Usher; upon the second, the Master or Usher shall inform their Parents or Friends; for the third, they shall be punished by the Master or Usher at his Discretion: And if they shall not amend after that, the *Bailiffs, Lecturer, and Town-Clerk*, upon Complaint from either Master or Usher, and Proof made of the Boys Obstinacy, may turn them out of the School.

IV.

There shall be seven Forms in the School, for so many Degrees of Learning: Four under the Usher, and Three under the Master. And every Scholar shall keep in his Form and Place without Noise or idle Talking, and shall not go out of the School without Leave of the Master or Usher, nor stay out longer than is necessary.

V.

When no Holiday falls in the Week, the Master may appoint *Thursday Afternoon* for a Time of Recreation, unless, at the Request of some Gentleman, some other Time shall be thought more convenient.

The Vacation at *Christmas* shall be, from *O Sapientia* to the Day after *Plough-Monday*.

At *Easter*, from the Friday before *Passion Week* to the Monday Fortnight following.

At *Whitsontide*, from the Friday before *Whitsunday* to the Monday Fortnight following.

The Scholars shall be allowed one Day only at each of the three Fairs, *St. George's, St. James's* and *Holy-Rood*; besides which, they shall keep all Church Holidays, and all Days of Publick Humiliation or Thanksgiving, but no other.

VI.

The Master and Usher, together with all their Scholars, shall go to the Lecture every Week, at the Church of *St. Mary Tower*.

VII.

‘ Neither Master nor Usher shall absent themselves
 ‘ from School, without having License of the Bailiffs
 ‘ for the Time being, and leaving a sufficient Deputy
 ‘ to be approved of by them.

VIII.

‘ The Usher may use such Method of teaching,
 ‘ and such *Latin* Books, and Books of Exercise, as
 ‘ he shall judge fit ; provided always, that He teacheth
 ‘ *Lilly’s* Grammar, or such other Grammar as both
 ‘ Master and Usher approve of.

IX.

‘ The Master shall take no Boy under his imme-
 ‘ diate Care, before He has gone through the *Latin*
 ‘ Syntaxis, and can turn *English* into *Latin*, and *Latin*
 ‘ into *English*.

X.

‘ On the Morning of the *Friday* before *Passion Week*,
 ‘ every Year, the Master shall examine the Usher’s
 ‘ Scholars ; and such as are qualified He shall take
 ‘ under his immediate Care.

‘ He shall order publick Exercises to be had in
 ‘ the School the same Day in the Afternoon ; to
 ‘ which he shall, some convenient Time before, invite
 ‘ the Bailiffs, the Town-Clerk, the Lecturer, with the
 ‘ rest of the Clergy resident in the Town, and such
 ‘ other Gentlemen as He pleases. And he shall cause
 ‘ every Boy of his upper Form (such only excepted
 ‘ as He may have appointed to repeat Verses, or to
 ‘ make Speeches from the Rostrum) to deliver each
 ‘ one a several Theme or Copy of Verses, in *Greek* or
 ‘ *Latin*, to the Bailiffs and the other Gentlemen then
 ‘ present. Before the Exercises begin, any Gentle-
 ‘ man may examine any of the Scholars, to satisfy
 ‘ himself of their Proficiency in Learning.

‘ And if it should at any Time ever happen (tho’
 ‘ we hope it never will) that the Usher should think
 ‘ himself aggrieved by the Master’s Partiality, in
 ‘ teaching any Boy before he is duly qualified, or in
 ‘ leaving

* leaving any one under the Usher's Care after He is
 * fit to be removed, or in any other respect whatso-
 * ever ; To prevent the ill Consequences to the
 * School that attend all Misunderstandings between
 * Master and Usher, the Usher shall, immediately after
 * the Exercises are over, make his Complaints to the
 * Bailiffs, the Town-Clerk, the Lecturer, and the rest
 * of the Town-Clergy, or such of them as shall be
 * then present, and desire them to examine the Boy
 * or Boys whose Qualifications are controverted, &c.
 * and the Judgment which they, or the major Part
 * of them, shall then give concerning the said Com-
 * plaints, both Master and Usher shall be obliged
 * to acquiesce in,

XI.

* For the better Preservation of Order and Disci-
 * pline in the School, the Usher shall, in the Absence
 * of the Master, have the same Authority over all
 * the Boys, as the Master himself has when present.

XII.

* If any Boy put freely into the School shall be
 * found to be either incapable of Learning, or incor-
 * rigibly vicious, or ungovernable, upon Complaint
 * made by the Master or Usher, the Bailiffs, the Lec-
 * turer, and the Town-Clerk, for the Time being,
 * shall examine into the Grounds of the Complaint;
 * and if they, or the major Part of them, shall judge
 * it to be well founded, such Boy shall be turned out
 * of the School.

These Rules were signed, 24 Sept. 1746.

Titus Tweady,
Rich. Canning,
Wm. Cornwallis,
C. Beaumont,
W. Craighton.

And these Gentlemen appointed Mr. Cornwallis,
 (the only Person among them that was free of the
 Corporation) to report at the next Great Court, among
 other Things, in Substance as follows; ' That the
 ' School

School was by the Charter a *free School*, not only
 for the Children of Freemen, but any *Englishman*
 whatsoever : And that the Stipend is the same now,
 that it was when it was first founded. And they
 were of Opinion, that if the Value of Money had
 continued the same now as it was then, the Master
 and Usher might still be obliged to teach all the
 Boys freely : But if the Doors were opened for *all*
that will come in, this would not *enlarge* but *destroy*
 the School. For what Person who had been at the
 Expence and Pains of a liberal Education, would
 submit to keep the School upon these Terms ? But
 the Committee apprehended that the Corporation
 were under no Obligation to open the School Doors
 so wide, because Queen *Elizabeth* had given them a
 Power to make such Rules as they should think fit,
 for the *Preservation* of the School.—That by Vir-
 tue of this Grant, the Corporation had by the old
 Rules made in 13 *Eliz.* restrained the Number to
 100, and being even at that Time sensible that
 the Salaries of the Master and Usher were too small,
 they suffered the Master to take Eight, and the
 Usher Four Boys out of the Country, for the better
Advancement and Encrease of some more Benefit of
Living to the said Master and Usher.—That if within
 five Years after Queen *Elizabeth's* Charter was
 granted, and in less than fifty after the School was
 first founded, it was judged necessary to make these
 Alterations, the great Decrease of the Value of
 Money from the Time of the Erection of the
 School to this Day, must justify the Corporation in
 proportioning the Number of the Free Boys to the
 present Value of the Master's and Usher's Salaries.
 —That the Difficulty is to fix *that Proportion* ;
 which Difficulty would be in a great Measure re-
 moved, if we could once know the Difference be-
 tween the Prices of Things then and now ; for that
 would determine the Proportion of the present Value
 of the Salary, to what it was when first granted.
 And

And this they found done to their Hands in *Bishop Fleetwood's Chronicon Pretiosum*.—This Book shews, from the growing Increase of the Value of all Commodities, the proportional Decrease of the Value of Money; insomuch that five Pounds, 260 Years before the Bishop wrote, would have purchased as much then as 28 or 30 *l.* would in his Time; and consequently, that any Salary that had been granted 260 Years, was not in his Time worth but a Trifle more than the *sixth Part* of what the Value of it was when first settled. From whence it follows, that as this School has been founded about 220 Years, the Salary cannot be now worth above a *fifth Part* of what it was worth when first granted.—The Committee instanced in *St. Thomas's Chauntry*, founded by *Mr. Daundy* in the Church of *St. Lawrence*, not many Years before the School was founded; a Copy of which original Deed is preserved in *Domesday-Book*. By that Deed, Lands and Tenements to the yearly Value of 9 *l.* 6 *s.* 8 *d.* were granted to the Priest, out of which he was to pay 1 *l.* 7 *s.* 4 *d.* So that he had scarce 8 *l.* per Ann. which is but a *fifth Part* of what is now the usual Salary of a Curate; and yet this was reckoned so ample a Provision, that the Founder enjoined his Priest not to take any other Benefice, Stipend, Trental, or yearly Service, or any Lands or Tenements, upon Pain of Deprivation.—This Deed contains a Terrier of the Lands and Tenements granted to the Priest; by which it appears, he had a Dwelling-House in *Ipswich*, and upwards of 102 Acres of Land in *Sproughton*, besides two or three Closes, the Contents of which are not specified; so that what was then valued at no more than 9 *l.* 6 *s.* 8 *d.* is now rented at above eight times as much, and brings in clear at least six times the Money it did then.—If therefore *Henry VIII.* had endowed the School with Land, the Value of that would have continued rising in Proportion to the Value of other Things,

and

and the School might have continued *free for all for ever*. But as the Case now is, as the Endowment is in Money, and that Money not worth now above a *fifth Part* of the Value it was of in the Founder's Days, it is evident, the present Master and Usher will as well deserve their Stipend for teaching freely *twenty Boys*, as the first Master and Usher did theirs by teaching *an hundred*. But in Consideration of what is, or may be, paid out of *Tyler's Gift*, the Committee set the Number of Free Boys at 25.—The Committee presum'd, it could not be the Intention of *King Henry VIII. and Queen Elizabeth*, that a School of their Royal Foundation, set up in one of the most ancient, and one of the largest Boroughs in the Kingdom, should ever be put upon a worse Footing, than every private Country School round about it: Yet this must inevitably be the Case of both Master and Usher, if a greater Number of free Boys were to be put upon them: And the Committee were sorry they had Occasion to observe, that at the Number they had then fixed, it was already *the Usher's Case*. For whilst every private Schoolmaster has 40s. a Year for teaching *Latin*, and some as much for teaching only *English*, *the Usher* (considering that scarce two Boys in three go through the School) will have seldom less than 15 of the 25 free Boys under him, for whom he is paid not above 19l. per Ann.—They observed that nothing could be more detrimental to a School than the Change of the Masters; for, as every Man has a different Method of teaching, Children are by these Changes, at least, kept backwarder in their Learning, and sometimes so perplexed and confounded, as to be entirely discouraged from making any further Progress.—They could not therefore but commend it to the Consideration of the Corporation, how to give such Encouragement to a capable and industrious Usher, as to make it worth his while to continue with them.—And they begg'd Leave

‘ to suggest that this, as they apprehended, might be
 ‘ done by enlarging his Pay for the Boys that are
 ‘ under *Tyler’s Gift*, and more fully out of *Felaw’s*
 ‘ *Gift*, for which a proportionable Number more
 ‘ might be taught.’

To all Appearance, these Rules and this Report were well receiv’d by the Great Court, 4 Nov. 1746, and the Thanks of the Corporation were ordered to be given to the several Gentlemen concern’d in drawing them up : But they made some new Orders, as we are told, which we shall mention again presently, there being something very remarkable in them.

Mr. William Smart, Portman, gave a sixth Part of his Estate (except 20*s.*) to the Maintenance of poor Scholars in the Free School : And out of one other sixth part of his Estate he left *four Pounds* a Year to the Master ; and *four Marks* a Year to the Usher of the Grammar School ; (*See his Will, Clause A.*) and the Remainder of this sixth Part to the Master or Governor of the House to be founded by himself.

At the Time of *Mr. Smart’s* Death, a sixth Part of his Estate amounted to no more than 10*l. per Ann.* (out of which the Sum of 20*s.* was paid to the *Drapers Hall* as long as that subsisted ; afterwards it was given to *eight poor Taylors* ; and at last, in 1705, it was applied to *Christ’s Hospital.*) And the Sum of Nine Pounds *per Ann.* was applied towards buying Books and Apparel for *six Boys* in the Grammar School, that is, 30*s.* each. Upon which footing, there might now be *sixteen Boys* in the said School. For a sixth Part of the said Estate at this Time amounts to about 25*l. per Ann.* But instead of the Number of Boys being increased, according to the Encrease of the Revenues, as the Charitable Committee was inform’d, there were at that Time *no more than Three Boys in the said School, upon the said Charity.*

As the Number of Boys might be encreased in Proportion, so it was apprehended by the Charitable Committee, that the Payments to the Master and

Usher might be encreased likewise. For as no such House was founded by *Mr. Smart*, or his Feoffees, as is before mention'd, so no Part of the *other sixth Part* can be applied to the Governor of such House. And therefore the Committee were of Opinion, that the *Bailiffs, Burgeses and Commonalty of this Corporation* might apply the whole of *this sixth Part to the Master and Usher of the School*, upon Condition that they teach so many more Boys freely ; Or, that they might be paid out of it for every Boy more than is above-mention'd, so much. And this Regulation is very consistent with the Design of the *School-Committee*, for the Number of 25 was fixed upon by them only in Regard to the Royal Stipend, and what is *at present* received from *Smart's* and *Tyler's* Gifts. Therefore, if the Corporation should ever be dispos'd to apply this Charity properly, and faithfully, it would be very fit and reasonable, that for an encrease of Pay, the Master and Usher should teach an additional Number of Free Boys.

But upon the Report of the School-Committee, Nov. 4, 1746, it was order'd by the Great Court as follows :

“ *Whereas* the Monies given by *Mr. Smart* for buy-
 “ *ing Books, Pens, Ink and Paper, for poor Scholars* be-
 “ *longing to the Free-School, being more than suffi-*
 “ *cient for that Purpose, therefore this Court doth*
 “ *Order the Bailiffs and Portmen to examine into the*
 “ *said Gift, and to apply such Part thereof to the*
 “ *Augmentation of the Master's and Usher's Salary*
 “ *as they shall think fit, and the said Charity will*
 “ *admit.*” And after insisting on their Claim to the
 House that the present Master lives in, as the sole
 Property of the Corporation, They “ Agreed and
 “ Ordered, That the Master and Usher teach only
 “ *Twenty Boys free : And that Snow and Tyler's Cha-*
 “ *rity be continued on the old Foundation : And that*
 “ *the Assembly referr'd to by the Committee consist of the*
 “ *Bailiffs and Portmen only, or the major Part of them.*”

We

We will not remark upon the Form or false *English* of these Orders ; but we think the Substance of them shews how difficult it is to leave old Customs ; for this is only jogging still further on in the beaten Road of Misapplication. And we are perswaded, that after reading the Will and what we have here said upon it, the Reader will be ready to ask these Questions :

1. How does it appear that what *Mr. Smart* left to the poor Scholars is more than sufficient for that Purpose? They who drew up this Order, did very prudently leave out the Words, and convenient Apparel, with which the poor Scholars were to be found during their Continuance at School ; For if you allow the Children Books, Pens, Ink, Paper, and convenient Apparel, you will find *Mr. Smart* did not leave the Children more than is sufficient. See the Will, p. 36.

2. Since *Mr. Smart* appropriated that whole Sixth Part, (except the 20s.) to the poor Children ; How can the Corporation honestly take it from them, and give it to the Master and Usher? Instead therefore of taking any of this away from those who have a Right to it by the Will ; take some of the other five Sixth Parts, for then you will take it from those who certainly have no Right to it.

3. What did the Court mean by continuing Snow and Tyler's Charity on the old Foundation? If they meant the old Foundation mention'd in the following Order of 16 Dec. 1658, they did right ; for this is the only just and proper Foundation ; if they meant otherwise, as we suppose, they should have explained their Meaning.

4. What did they mean by agreeing and ordering, that the Assembly referr'd to by the Committee consist of the Bailiffs and Portmen only?

If they meant to make us believe, that the Assembly referr'd to by the Committee did consist of the Bailiffs and Portmen only ; this is notoriously false, and they know it to be so. See Page 121. Rule I.

If they only meant to confine that Power which was before in the *Assembly at large* to the *Bailiffs and Portmen only*; this was setting a pretty long stride: For surely, with one single Dash of the Town-Clerk's Pen, to strike off no less than 24 out of a Quorum of 36, or, at most, of 38, was going a great Way at once; and if they proceed with the same Haste in other Particulars as they did in this, the Power of the Corporation will shortly be reduced within a narrow Compass. *The Assembly of the Town of Ipswich* is as well known to consist of the *Bailiffs, Portmen, and Common-Council, or Twenty-four Men*, as the Court of Sessions is known to consist of the *Bailiffs, Recorder and Justices*. You may perceive, that the Word is often used in this Account, as a Term that is well known to have *that Meaning*; and because this was so well known, the Committee did not think proper to explain it. When Things were regularly done, the Power of putting in those Boys was by Custom exercised by the *Assembly, or Bailiffs, Portmen and Twenty-four Men*; and upon a Debate as to this Particular, they were unanimously adjudged by the School-Committee, to be the properest Persons to be entrusted with this Power. And truly, if the Corporation were to consider in what Manner the *Bailiffs and Portmen* have managed those Charities that seem to be more immediately under their Care, we imagine they would be cautious how they brought any others under the like blind Management. See *Crane's, Martin's, Burroughs's, &c.* And therefore we hope these wise Orders will be review'd at another Court; especially considering, that *this last Order* is directly contrary to *Mr. Tyler's Will*, viz.

Mr. William Tyler, Portman, who died *A. D. 1643*, gave to the *Bailiffs, &c. of Ipswich*, 300 *l.*—to the Intent and Purpose that they shall therewith purchase Houses or Lands to the yearly Value of 18 *l.* And that the yearly Value thereof shall be employed for and towards the *Apparelling, Training up, and Teach-*
ing

ing at School, so many poor Children as the same shall extend to, and when they are fit, for the binding them forth Apprentices to some fitting Trades, provided the Children be of honest Parents, and of the Town of Ipswich; the ordering whereof he willed, that the Portmen, or the greatest Number of them, and the Four-and-twenty, or fourteen of them, shall always manage.

With this 300*l.* and some Monies arising out of Mr. Smart's Revenues, an Estate was purchased of Mr. Fernley at Creeting in 1649. And in 1656 other Lands were purchased at Creeting of Joseph Crane, with the 280*l.* that Mr. Snow's House in St. Clement's sold for. And in 1658 several Orders of Great Court were made, relating to the said Lands lately purchased of Mr. Fernley and Mr. Joseph Crane, with Monies belonging to Mr. Smart's, Mr. Tyler's, and Mr. Snow's Gifts, to be disposed of according to the several Gifts, and in respect to the Education of Children, as followeth.

“ 16 Dec. 1658. Whereas there have been certain
 “ Lands purchased of Mr. Fernley and Mr. Crane, with
 “ Monies receiv'd upon the Sale of Mr. Snow's Houses,
 “ and Money received of Mr. Tyler's Gift, and Monies
 “ receiv'd of Mr. Smart's Revenues, it is now at
 “ this Court ordered and agreed, that the several Feo-
 “ offees and Trustees employed by the Town to take
 “ the Assurance of the said Lands, shall stand to be
 “ seized with the Profits thereof as followeth; Twenty
 “ Pounds a Year thereof to be employed as, Mr.
 “ Snow's Gift; Forty Shillings yearly to be added to
 “ eighteen Pounds yearly mentioned in the Conveyance
 “ for the Uses appointed by Mr. Tyler's Will, which
 “ being in the whole 20*l.* a Year, is to be employed
 “ as Mr. Tyler's Gift. Which 20*l.* for Mr. Snow's,
 “ and 20*l.* for Mr. Tyler's, shall be employed by the
 “ Assembly as in Articles hereafter is expressed, and as
 “ to the Remainder of the said Profits thereof, to
 “ such Uses as Mr. Smart, either by Will or Indenture,
 “ hath appointed and declared. And that the
 “ Feoffees

“ Feoffees and Trustees shall from Time to Time re-
 “ convey the said Lands to other Feoffees and Trus-
 “ tees, such as the Town shall nominate and appoint.
 “ And that the Profits thereof for ever shall go to
 “ the Uses aforesaid. And that the *Assembly of this*
 “ *Town* shall have Power from Time to Time to ma-
 “ nage the said Sum of 40*l.* a Year of *Mr. Snow’s* and
 “ *Mr. Tyler’s*, according to the true Intent and
 “ Meaning of the said *Mr. Snow* and *Mr. Tyler*. And
 “ that there shall be an Indenture of Covenant made
 “ from the *Bailiffs, &c. of this Town* to two such Per-
 “ sons as the Executors of *Mr. Snow* and *Mr. Tyler*
 “ shall appoint, for the well performing and ordering
 “ of the said Gifts according to the Tenor of the Ar-
 “ ticles hereafter set down; and that the same shall be
 “ sealed at some Petty Court, with the Common Seal
 “ of this Town.

“ 1. That *Mr. Snow’s* and *Mr. Tyler’s* Gifts shall
 “ be from henceforth 40*l.* 20*l.* each.

“ 2. That there shall be a Receiver every Year
 “ chosen by the Executors of *Mr. Snow* and *Mr. Tyler*,
 “ during their Lives, and after their Decease by the
 “ *Assembly*; and that the Receiver shall account to the
 “ *Assembly* by the First Day of *December* every Year.

“ 3. That the said Forty Pounds shall yearly be di-
 “ stributed and laid out, about the *teaching, buying of*
 “ *Books, and apparelling* of eight poor Boys of honest
 “ Parents, inhabiting within this Town, and towards
 “ the binding of them out Apprentices; that is to say,
 “ to each of them 5*l.* as followeth, the Schooling-
 “ Books and Assessments being deducted.

“ 4. That *the Master of the Grammar-School* have
 “ with every one that goeth with Him, Ten Shillings a
 “ Year; *the Usher* for every one that goeth with him,
 “ Six Shillings and Eight-pence a Year. *The Writing-*
 “ *Master* to have Four Shillings a Quarter for five
 “ Quarters, and no longer without Order of *Assembly*,
 “ for every Boy, and the Boys to go at least on *Thurs-*

“ day

“ day and Saturday, the whole Afternoon, in every
“ Week, to learn to write and cypher.”

“ 5. Such Books as the Eight Boys want, upon a
“ Note from the Master of the School declaring the
“ same, to be bought by the Receiver, and deducted
“ out of the *five* Pounds, and also the former Sums
“ for teaching.

“ 6. The Remainder of the said five Pounds to be
“ paid half-yearly, to the Parents of such Children ;
“ provided the said Children be well apparelled, then
“ the same to be disposed of *by the Assembly* for the
“ Good of the said Children.

“ 7. That if such Boys shall not constantly repair
“ to School, that then the Gift of 5*l.* shall be taken
“ from Him or Them, and conferred upon others.

“ 8. That no Boy shall be taken from School and
“ bound out with this Gift, unless he hath been at
“ School two Years under the Gift, with the said
“ Master or the said Usher of the Grammar-School.

“ 9. That if any of the said Boys after two Years
“ teaching, as aforesaid, have Masters provided for
“ them, such *as the Assembly shall approve of*, that then
“ for every such Boy there shall be Five Pounds laid
“ out towards providing him Apparel and the binding
“ of him forth.

“ 10. That upon the binding forth any Boy Ap-
“ prentice with this Gift, there shall be another chosen
“ to fill up the Number, which Person so chosen, shall
“ not for one Year have the Benefit of the Gift, in
“ regard it was bestowed on the Person bound out,
“ but afterwards shall receive it in such Manner as was
“ before specified.

“ 11. *All Boys* that shall have the Benefit of this
“ Gift, *to be elected and discharged by the Assembly*, and
“ *all Things* concerning the said Gifts, from Time to
“ Time, *to be managed by the Assembly*.

“ 12. Provided always, that in case any Boy shall
“ be elected into the School as aforesaid, that if the
“ same Boy shall before the said two Years expire, re-
“ — move

“ move himself, or be removed, or his Maintenance
 “ taken away *by the Assembly*, in such Cases such Boy
 “ shall have no further Allowance out of this Gift, but
 “ another shall be forthwith elected in the Stead of the
 “ said Boy so removed.”

Not a Penny of *Mr. Snow's 20l. per Ann.* has been applied to this purpose for these 40 Years and more ; for in 1705 it was applied to *the Hospital*, and that has enjoyed it ever since : For which Reason we shall say something as to the Propriety of that Application. It appears from the Date of this Order, that it was made in a Time of Confusion, but we see no Reason to suspect that the Persons of whom that Court consisted were not in their Senses ; and if they were, we have no Reason to doubt the Truth of the Facts therein mentioned ; because they must be supposed to know the Truth of the Facts ; they had no Reason to falsify ; they had no Desire to wrong the *Hospital* ; on the contrary, the Corporation were disposed to do the *Hospital* Justice in respect to *Mr. Snow's* Gift. For it appears from *Bacon's Book*, that in 16 Car. or 1640, an Order of Court was made to this Effect ; *Mr. Snow* having by his last Will given to this Town 200l. for the poor Children in the *Hospital*, and *the same being refused to be paid*, it is order'd, that *Complaint shall be made before the Commissioners for charitable Uses at Bury St. Edmunds.* And before this, 12 Charles, there was a conditional Order that if *Mr. Snow* would convey *his Houses in St. Clement's* to Feoffees, for the educating and apparelling poor Children in *Christ's Hospital*, then He should be discharged from his Office of Portman. But it is plain *Mr. Snow did not comply with this Proposal*, for you see he gave these very Houses by Will for *another Purpose* ; And the Product of them, viz. 280l. was laid out in Land at *Creting*, and applied according to the *true Intent and Meaning of Mr. Snow* ; whereas the *other Sum of 200l. and no more*, given to *the Hospital*, was refused to be paid, and probably was never recover'd, but was, as the Tradition goes, embezzled

bezzled by his Executors. It appears that the Corporation were disposed to do right; they applied to the Commissioners for charitable Uses, and seem to have waited a considerable Time to see if they could get that *other Money*, before they laid out *the Money that his Houses sold for*; but finding at last that they could not recover the 200*l.* they joined the 280*l.* to some Money given by *Mr. Tyler for the like Purpose*, and applied *that* as *Mr. Snow directed*.

But nevertheless in 1705, this 20*l.* *per Ann.* of *Mr. Snow's* was applied to the *Poor of Christ's Hospital*, as the Order falsely says, *according to the Will of the Donor*. There we shall rest this Matter, and leave the Reader to judge according to the Evidence. The withdrawing this Money might occasion some Alteration in the Execution of the above-recited Order, but that was easily managed; it was only giving these 8 Boys *fifty Shillings* each, instead of 5*l.* In every Thing else the Order is complied with; except it be that the Sums to the Master and Usher, have been advanced; for instead of 10*s.* and 6*s.* 8*d.* the former has had *twenty Shillings* with each Boy, the latter *Ten*.

The Master of the Grammar School has always had a House allowed him besides his Salary, but the present Income of the Master *exclusive of that*, is only,

	<i>l.</i>	<i>s.</i>	<i>d.</i>
From the Royal Grant, ——— ———	24	6	8
<i>Mr. Smart's</i> Gift, ——— ———	4	0	0
And supposing him to have half <i>Tyler's</i> Boys,	4	0	0
	32	6	8

The Usher's Income is only

From the Royal Grant, ——— ———	14	6	8
<i>Mr. Smart's</i> Gift, ——— ———	2	13	4
Supposing him to have half of <i>Tyler's</i> Boys,	2	0	0
	19	0	0

These are the Gifts that have been given to the School; and this seems to be a proper Place to add the following

following Benefactions which have been given as an Encouragement to the Scholars.

A. D. 1558, *Lawrence Mapped*, B. D. sometime Master of *Corpus-Christi* College in *Cambridge*, gave 60*l.* to *Trinity-Hall* in *Cambridge*, for the founding of a Scholarship. The Scholar to be one born in the Diocese of *Norwich*, and brought up by the Space of two Years at least in the common Schools of *Ipswich* or *Bury*. To be allowed 2*l.* 13*s.* 4*d.* per Ann. with all other Commodities that other Scholars enjoy: The Scholarships never to be void above three Months at a Time. And we have learn'd from *Trinity Hall*, that this Scholarship has, Time out of Mind, been reckon'd as one of the common Foundation-Scholarships, for which there is an Allowance of two Shillings per Week during Residence.

1598, Dec. 22, *Mr. William Smart*, the charitable Portman so often mentioned, being seized in Fee Simple of a Farm call'd *Digger's* in *Wiverston* in the County of *Suffolk*, in Value 19*l.* per Ann. above all Charges and Repairs, conveyed the same to the College of *Pembroke-Hall* in *Cambridge*, for the Maintenance of one Fellow and two Scholars, to be called *Smart's*.

The Fellow whether present or absent to have 10*l.* per Ann. during the Life of *Mr. Smart*, or of *Alice his Wife*, and after their Decease to have 12*l.* per Ann. The Two Scholars to have 3*l.* each. The Fellow to have Voice, Prerogative, and Privilege, and to be guided by the Local Statutes. The Scholars were to be from *Ipswich* School, and of *Mr. Smart's* Kindred, if any fit, and they are to have Chambers in Course, and all other Allowances as other Bible-Clerks.

Mr. Ralph Scrivener, at the Request of *Alice* his Wife, (late Relict of the above-mention'd *Mr. Smart*) by Indenture, bearing Date 5 Sept. 43 Eliz. (1601) did convey to the Master, Fellows, and Scholars of *Pembroke-Hall* aforesaid, one Annuity or yearly Rent of 21*l.* to be going out of the Lands of the said *Ralph*,
in

in *Bramford* in the said County of *Suffolk*, to the Intent that they shall erect *Four new Scholarships* within the said College, allowing every one of them yearly *five Pounds* for ever, according to the Intent and Meaning of the said *Alice*, the said Scholars to be chosen out of the *Free Grammar School in Ipswich*, of the poorest Men's Sons capable of such Scholarships. And the said Master, &c. covenant to admit the said Scholars and such as the said *Ralph* shall nominate out of the said Grammar School. And that within three Months after the Death or Departure of any of the said Scholars, his Place shall be supplied with such as are of the Name of *Scrivener* or *Daundy* before all others, if any fit, and if not, then with such poor Men's Sons as come from the said Grammar School, and if not enough there, then with poor Men's Sons of the *Free Grammar School* of the Town of *Colchester*, within a Month after the Expiration of the said three Months. The College within two Months after a Vacancy, to signify to the said *Ralph*, and after his Decease to the *Bailiffs of Ipswich*, to the Intent that they may signify to the College the Names of such Kindred as are fit for the Place. These Scholars are to be called *Mr. Scrivener's Scholars*; they are to be governed by the Local Statutes; to have all Benefits as other Scholars; and if poor they are to have Tuition free.

The two last mention'd Benefactions were remarkably confounded in the Preacher's Roll, for before the Enquiry that said, "*Robert Scrivener* settled an Estate in *Wiverstone* with *Pembroke-Hall* for a Fellowship and two Scholarships for Lads out of the free School, which the College bath sometime refused to perform." This Imputation upon the College was as false, as the Account was Ignorant; for when they have no Lads from this School they choose others to these Scholarships, but upon this exprefs Condition, that if any should come from *Ipswich-School*, they should resign.

Mr. Richard Martin founded two Scholarships to be paid by the Corporation, one of 14*l.* per Ann. for

a Batchelor of Arts; the other of 6l. *per Ann.* for an Under-Graduate. See p. 98.

The Rev. Mr. Jeremiah Catling, 31 Jan. 1694, bequeathed thus, 'Item, I do hereby give the perpetual Patronage, and Right of Nomination and Presentation of a Clerk unto the Rectory of Gedding in Suffolk, unto the Corporation of Ipswich in the said County, in which I was born, to be disposed of freely by the Bailiffs of the same for the Time being, with the eldest Portman that is not one of the Bailiffs, the Recorder of the Town, and the Town-Clerk, or the greater Number of them, whensoever it shall be void by the Death or otherwise of my Nephew Thomas Ransford, to whom I have given the next Advowson, after the avoiding thereof by the Death or otherwise of the present Incumbent. And I will, that the Writings of the Alienation thereof from Robert Page, Lord of the Manor, which are all tacked together, be accordingly delivered to them.'

Some ACCOUNT of the PUBLICK LIBRARY.

THE Charitable Committee did not take any Notice of the publick Library, so that our Account of this may probably be the less satisfactory.

Mr. William Smart, Portman, may be consider'd as the accidental Founder of the publick Library; for it appears from a Memorandum in the Library, that his Latin Books were not disposed of as he directed in his Will, Clause E, p. 37, but were kept in a Chest, 'till the Year 1612, when they were deposited in that spacious Room in Christ's Hospital where they now are: And tho' the Value of these Books and Manuscripts was not great, this Legacy seems to have put the Corporation upon erecting a publick Library, which
other.

otherwise perhaps they might not have done. It is true, *Mrs. Walter's* Legacy was prior to *Mr. Smart's*, but whether she gave that 50*l.* to buy Books for the Library, or whether she only gave the gross Sum, and the Corporation might apply it as they thought fit, does not appear certainly, for we have not been able to learn where her Will was prov'd; but we rather think the latter was the Case, because, as the Library was quite a *new Thing* to the Town, it is likely that *Mr. Bacon* would have taken Notice of it in the following Entry, where he mentions this Legacy, 36 *Eliz.* 1594. "A Treaty was appointed with the *Lord Mayor and his Brethren*, by such as *Mr. Bailiffs* "shall appoint, concerning *Mrs. Walter's Gift*, and "the Recovery of the same to this Town." But whether it was *Mrs. Walter* or the Corporation that appropriated her 50*l.* to this commendable Purpose, it was well done; and the Books bought with this Money, added to *Mr. Smart's*, made a considerable Figure; so that, in 1612, the Corporation thought proper to furnish the Room where they were kept with convenient Presses, for the Security of these Books, and for the Reception of more. Most of these Presses have been filled with the generous Gifts of the the under-written Benefactors, together with several others, whose Names we fear have escaped us: But one, or two, are still empty, and are ready to receive the Gifts of any Persons, who are disposed to encourage Learning in this Town. The Chamber adjoining to the Library, was once in part repaired by *Mr. John Carnaby*, who gave 3*l.* towards it, but it is in so ruinous a Condition at present, that there is not the least Appearance, that any Thing had ever been laid out upon it.

Here follows an Alphabetical List of the Benefactors to the Library, so far as we have been able to get any tolerable Account of them,

Mr.

A

- Mr. William Acton, Portman, 10 l.
 Mr. Geo. Acton, Portman.
 John Acton, Esq; Portman, 10 l.
 1690 Nathaniel Acton of Bramford, Esq;
 1625 Mr. Chr. Algate, Portman.
 The Rev. Jn. Allen, Minister of St. Mary Key.
 The Reverend Jude Allen, Rector of St. Stephen.
 Mr. Edm. Allen, Chamberlain of Ipswich, 5 l.
 ——— Anthony, M. D.
 1615 Rev. Mr. Ashton, Rector of Little Blakenham.
- B
- The Right Rev. Dr. Ralph Brownrig Bp of Exeter.
 1681 Sir John Barker, Bart.
 1615 Edward Bacon, Esq;
 Mrs. Bacon, his Widow.
 1647 Mr. Jer. Barber, Portman.
 Mr. Edward Baldrie.
 Rev. Nic. Beard, Minister of St. Peter.
 1623 Mr. R. Benham, Portman.
 Mr. John Bill, Printer.
 1727 Rev. Tho. Bishop, D. D.
 Minister of St. Mary Tower.
 1615 Mr. William Bloise, Portman, 9 l.
 Mr. Tobias Blois, Portman, 5 l.
 Mr. Mat. Branridge, 5 l.
 1697 Mr. T. Bright, Portman.
 1615 Francis Brewster, Esq;
 Mr. John Brunning.
 1690 Mr. J. Burroughs, Portman.
 Mr. John Burrel.
 1622 Mr. Henry Buckenham.
 1613 Mr. Richard Burlingham, Mariner.
 1613 Rev. Jn. Burges, D. D.
 Lecturer.
 Mr. Samuel Butler.

C

- 1615 Mr. Wm. Cage, Portman.
 Mr. J. Carnaby, Portman.
 Rev. John Carter, Vicar of Bramford.
 1617 Mr. L. Caston, Portman.
 Rev. John Caston, Rector of Clopton and Otley.
 Mr. Jn. Catcher, C.C.M.
 Rev. Jer. Catling, Vicar of Wickham-Market.
 Rev. Jerem. Catling, Jun. Rector of Barham.
 1615 Rev. Mr. Chapling, Rector of Capel.
 1625 Rev. W. Clark, Master of the Grammar-School.
 1629 Mr. W. Clyat, Portman.
 Mr. Thomas Cleere.
 Mr. Rd. Cock, Portman.
 Mr. Robert Cole, C.C.M.
 Mr. Peter Cole.
 Mr. William Cole.
 1668 Mr. John Colman, 10 l.
 Thomas Cornwallis, Esq.
 1620 Mr. Jn. Coney, Usher of the Grammar-School.
 Mr. George Copping.
 Mr. Stephen Copping.
 1615 Rev. J. Cottisford, Usher of the Grammar School.
 Mr. Robert Cutler, Portman, 10 l.
 1633 Mr. Rog. Cutler, Portman.
 1636 Mr. Benjamin Cutler.
 1620 Mr. W. Cutler, C.C.M. 10 l.
 1706 Rev. Jos. Cutlove, Minister of St. Mary Tower.

D

- Rev. Th. Drax, Minister of Harwich.
 Rev. Mr. Day, Minister of St. Mary Key.
 1613 Mr. Edm. Day, C.C.M.
 Mrs. Katherine Dodd.

E

- Rev. John Eachard, D. D.
 Master of Kath. Hall, Cambridge.

1617 Rev.

- 1617 Rev. Nic. Easton, Master
of the Grammar School.
- 1695 Devereux Edgar, Esq ;
- 1621 Mr. Thomas Eldred Port-
man, 5 l.
F
- Sir Henry Felton of Play-
ford, Bart.
- 1623 Rev. J. Fenton, Minister
of St. Lawrence.
Mr. Richard Fisher.
- 1630 Rev. Tho. Foster, Rector
of St. Matthew.
Rev. Mr. Frogg, Rector
of Trimley.
- G
- 1615 Sir Clypsby Gaudy, Bart,
Rev. W. Garlate, Rector
of Monk-Soham.
Mr. Thomas Garthwaite.
John Gipps, Esq ;
Mr. M. Goodeare, Portm.
- H
- 1675 Sir And. Hacket, Knt.
Mr. William Harborne,
- 1634 Mr. Rd. Hayle, Portman.
Mr. Tho. Hales, C.C.M.
Rev. Mr. Hearne, Vicar
of Henley.
- 1745 Rev. Th. Hewett, M. A.
Rector of Bucklesham.
- 1746 Rev. P. Hingeston, M.A.
Minister of St. Peter's.
- 1745 Rev. R. Hingeston, M.A.
Mast. of Gram. School.
John Hodges, Esq; 10 l.
Mr. Edward Holton.
Rev. W. Hubbard, Rector
of St. Stephen.
Mr. Jeremy Hubbard.
- 1746 Rev. H. Hubbard, B. D.
Fel. Eman. Col. Camb.
- 1644 Rev. Sam. Hudson, Rector
of Capel.
- I
- Sir Isaac Jermy.
- 1664 Mr. R. Jennings, Draper.
Mr. Thomas Johnson,
Portman,
- K
- Mr. R. Knapp, Portman.
Mrs. Knapp, his Widow.
- 1680 John Knight, M. D. Ser-
jeant Surgeon.
- L
- 1633 Jn. Lany, Esq; Recorder.
- 1681 J. Lamb of Barham, Esq;
Mr. Thomas Lane.
- 1643 Rev. Matthew Lawrence,
Lecturer.
- 1615 Rev. Mr. Leaver, Rector
of Belsted.
Mr. L'Estrange of Paken-
ham.
Rob. Leman, Esq; 10 l.
- M
- 1620 Mr. R. Martin, Portman.
- 1725 Rev. W. Matthews, L.L.B.
Minister of St. Lawrence.
Mr. Christoph. Meredith,
Stationer.
- N
- 1615 Rev. Mr. North, Rector
of Easton.
- 1614 Rev. Mr. Nuthall, Mini-
ster of St. Mary Tower.
- O
- 1619 Mr. Benjamin Osmond,
C. C. M. 8 l.
- P
- 1630 Mr. Jos. Parkhurst, Portm.
- 1668 Mr. Nich. Philips, Port-
man, 12 l.
- 1640 Mrs. Sus. Penning, 20 l.
- 1635 Rev. Sim. Petteward, Mi-
nister of St. Lawrence.
- R
- 1662 Right Rev Dr. Reynolds
Lord Bishop of Nor-
wich, 10 l.
Mr. Joseph Rands.
Mr. Jn. Randes, C.C.M.
Rev. Gilb. Rany, Rector
of St. Mary Stoke.
Rev. R. Rainsford, Rector
of St. Helen.
Rev. Alex. Raineld, Re-
ctor of Tattingstone.
Rev,

- Rev. Richard Raymond, Minister of St. Mary Tower, 5 *l*.
- 1684 Rev. Mr. Raymond, Minister of St. Lawrence, Commissary & Official. Mr. John Renolds.
- 1613 Rev. Alex. Read, D. D. Fel. Pembroke Hall. Nich. Rivet, Esq;
- 1670 Mr. John Robinson, Portman, 20 *l*.
S
Mrs. Sackford, of Sackford-Hall.
Mr. Sayre, Bookbinder.
Rev. Tho. Scott, Rector of St. Clement.
Rev. Tho. Sherman, Rector of Hintlesham.
Mr. R. Shaw, Merchant.
Mr. Jn. Shaw, Merchant.
—— Sherwood, M. D.
- 1618 Mr. Thomas Sicklemore, Portman.
- 1624 Mr. John Sicklemore, Portman.
- 1630 Rev. Jon. Skinner, Minister of St. Mary Tower.
- 1598 Mr. W. Smart, Portman.
- 1655 Rev. Nat. Smart, Minister of St. Lawrence.
Rev. Mr. Smith, Rector of Freston.
- 1636 Mr. Rd. Smith, Shearman.
- 1660 Mr. John Smithier, Portman.
Mr. Rob. Snelling, Portman, 10 *l*.
Rev. Rob. Stansby, Rector of St. Helen.
- 1640 Mr. Rob. Sparowe, Portman, 5 *l*.
- 1651 Rev. Nic. Stanton, Minister St. Margaret, 5 *l*.
Rev. Rob. Steffe, Vicar of Tuddenham.
Tho. Stifed, M. A. Fell. Govv. and Caius Col. Cambridge.
Rev. Tho. Southaby, Rector of Combs.
- 1634 Rev. Jn. Suckerman, Rector of Akenham.
Mr. Saunders.
- T
1624 Rev. Geo. Turnbull, Minister of St. Margaret.
Mr. James Tomson.
- U
Mr. Thomas Ungle.
- W
Sir Edm. Whitapole.
Mrs. Walters, *Daughter of Mr. More, Portm.* 50 *l*.
- 1691 Mr. M. Wallis, Portman.
- 1640 Rev. S. Ward, Lecturer.
Mr. John Warner, 5 *l*.
- 1636 Rev. Tho. Warren, Minister of St. Lawrence.
Mr. Richard Wasse.
Rev. John Watson, Rector of Woolpit.
Rev. Mr. Webb, Rector of Falkenham.
- 1686 Mr. H. Whiting, Portman.
Rev. Rob. Wicks, Rector of Erwarton.
- 1641 Rev. Peter Witham, Minister of St. Peter's.
- 1734 Wm. Wollaston, Esq.
Mr. Thomas Wade.

We do not pretend to be exact as to the Dates of these Benefactors, especially the very early ones; all we mean, is, that they became so, at, or about the Time above-mention'd.

There have been given to this Library, between eight and nine hundred Volumes; but some are lost;

How-

However, none within these last forty Years; and this Loss seems to have been the Effect of Carelessness, rather than Fraud; for as we remember, *Calvin's Institutions* is almost the only Book of any Value among them. But tho' the Books that are lost are not of great Value, the Loss of them should make the Corporation more careful about the rest; hereafter we hope they will be so; at present little is to be expected, as the Reader will judge from the following Instance.

A Clergyman of this Town, who had taken the Trouble of examining every Book in the Library, observed that tho' the Name of the Person who gave each Book, is written upon the Title-Page of more than three-fourths of them, yet *when the Books are out of the Library, and in the Possession of a private Person*, there is nothing to shew, to what Place they belong, nor to what Use they were given. For tho' a Book is said to be the Gift of *John a Nokes*, it might as well be given by him to the Person in whose Possession it is, as to the *Ipswich-Library*. He perceived likewise, that the Books were very likely to come into the Hands of private Persons; for tho' the Keys are commonly lodg'd with the Master of the Free-School, they are often in the Possession of *the Guide of Christ's Hospital*, who has twenty Shillings a Year for cleaning the Room. Therefore as one probable Means of preventing any further Embezzlement of the Books, this Clergyman, at his own Expence, provided a decent Copper-Plate, and caused a thousand Copies to be taken off, one of which he intended to have cleav'd upon the Back of the Title-Page of each Book, that every one might know to what Place it belong'd, and to what Use it was given. These Prints, and the Plate, were intended by him as a small Gift to the Library, and an Earnest of more; he not in the least doubting, but every Member of the Corporation would readily permit any other Person to take Care of the Library, tho' he might take no Care of it himself. But some Men, as it seems, will neither do

T

good

good themselves, nor suffer it to be done by others ; For Intelligence being given of this mischievous Design, when the Person employ'd to paste on the Prints came at the Time previously agreed upon with the *Rev. Mr. Hingeston* the School-Master, The *Senior Bailiff*, who never had them before, had the Keys in his keeping ; and the Answer was, " That he would " not part with them, 'till he had consulted with some " of the Heads of the Corporation."

So the Library was inspected, and a Consultation held, and the wise Result of this was, *that the Print should not be used* ; for all the Members of this *Inspection*, either concurr'd in Opinion with the Leader of it, or else acquiesced with what they had not Power to prevent. If the Donor of this Plate had added another Label to it, and said in Words at length, *this Plate was given by — — — A. D. 1746*, all Pretence for objecting to it, had been prevented ; for this is no more than what is done to three-fourths of the Gifts to this Library : But he thought it would be a modester Way of privately expressing that, if his Arms were in *Miniature*, added by *Way of Embellishment to the Plate* ; and well knowing that such Sort of Embellishments were by no Means unusual in Things of this Nature, he had not the least Suspicion that any Person, let him be never so perverse, could be offended at it.

But in this he was mistaken ; For tho' none of the Gentlemen who assisted at the *Consultation* have favour'd him with the Reasons upon which they founded their Determination, he has been told that they would seem to be offended at the Addition of these Arms : He has been credibly inform'd, that one Member of the *Inspection*, call'd this *Quartering his Arms with those of the Corporation* ; and whoever that was, he shewed at once that he knew no more of Arms, than if he had been bred in a Collier ; and at the same Time how liable a Man is to blunder, when he is inspecting what he does not understand.

What



What the real Motives were that induced *the Inspectors* to reject the Plate we are still to learn, but the Reasons given by one of the *consulted Heads*, who is supposed in Effect to be the *chief Agent* among them, were no better than these.

1. Because the Date of the Year is added to the Plate, from whence it might be concluded, that all the Books were given in that Year 1746, whereas most of them were given long ago.

2. The Print having not only the Corporation-Arms, but those of the Donor of it; if it were put into every Book, it might be concluded from thence, nay, and it might be intended by him to insinuate, that the Person who gave the Plate, gave all the Books in the Library.

So out of *that strict and solemn Regard* which *the two Prime Inspectors* are known to have for Truth, we are to suppose, they could not suffer the Print to be used.

That the Reader may, at his Leisure, sufficiently admire the Sagacity of these Reasons, the Donor of the Plate, (from whom we have had all that is here said about it) has presented him with a Print of it: where, if he *looks close*, immediately under those of the Corporation, he may discern these invidious Arms; supported too, (such is the Pride of this Priest) by those no less deceitful Figures 17 and 46.

As to these harmless Figures; upon the first Glance of the Print, you must perceive, that the Date is, plainly, no Part of the Label; and therefore would not be considered, *by an ordinary Head*, as having any Relation to the Book, or the Giver of it; though they possibly may have some to the Plate itself, and might be thought to signify that it was given in the very Year represented by those Figures. *But a Man who knows nothing of Figures, is very apt to be disgusted at the Sight of them.*

As to the second Reason: The Donor of the Plate begs Leave to observe, that the Arms of *the late Earl of Dysart* are affix'd to a Beam in the Church of St.

Lawrence, Ipswich, in Memory of his having given the Parishioners some Timber when they repair'd the Roof of it; but, he believes, that the most simple Fellow that has seen them there, did never conclude from thence that *the late Lord Dysart* built the Church, tho' there is not a single Word added, to prevent him from making that Conclusion. In like Manner it is apprehended by many Persons, less sagacious than *the Inspectors*, that this Print might safely have been trusted in the Books of the Library without any Danger of its being thought that the Owner of these Arms, in 1746, gave all the Books, any more than it is thought that *my Lord Dysart* built *St. Lawrence Church*.

But as it is difficult exactly to know what Conclusions may be made by the Perverseness of Man, if Care be not taken to prevent it; it happens luckily in the present Case, that all Possibility of any such Danger as *the Inspectors* would be thought to discover, is effectually prevented by the Label at the Bottom of the Print; the Blank Part of which was evidently intended to be filled up *with the Name of the Person who gave each particular Book*.

As these Reasons then are so *childish and ridiculous*, that they could not influence any sensible Man, no nor (to use the polite Language of the *Ipswich-Levee*) *the greatest Fool that ever lived*; and as *the consulted Head* that uttered them, is known not to want common Understanding; the Reader is left to judge whether these were the *real Reasons*, or whether they were only *the weak and lame Pretence for insulting this Clergyman*, either *because he was suppos'd to have some Concern in publishing this Account of these Charities*, or for some other Reasons of *too Personal a Nature* to be here mentioned.

We ask pardon of the Reader for detaining him so long about so trifling a Concern, and proceed in our Undertaking. We think we need say nothing to recommend this particular Charity, for the great Use-
fulness

fulness of publick Libraries is seen at first sight; as they do so evidently tend to the Advancement of useful Knowledge and Learning, by putting it into the Power of the studious to peruse many Books, which otherwise they might not have Ability, or Opportunity of purchasing. And that they may the longer continue to answer this good End, in regulating them, two Things ought principally to be considered. 1. That *all proper Persons* may have an easy Access to the Books. 2. That this be permitted in such a Manner, *that the Publick may not* thereby be made liable to *suffer by the Embezzlement of them.* With a View to both these, the following Proposals are offered to the Consideration of those whom it may concern.

1. That a Lock be provided for every Press, so that the Room may be clean'd by the Servants of the Hospital, without their being allow'd to come at the Books.

2. That an exact Catalogue be taken of all the Books, and a Duplicate taken of it, one to be kept in the Treasury, the other in the Library.

3. That a proper Person be appointed by the Corporation to be Library-Keeper, who should give Security for the Books entrusted with him, and be answerable for any Deficiency. And it is presum'd, that any Person who shall be thought a proper Master of the Grammar School, will always be a proper Person to be entrusted with the Care of the Library.

4. That the Library-Keeper be empower'd to lend any of the Books to any Person that he shall think proper, at his Discretion; but that he should be answerable for all the Books so lent by him.

5. That either of the Bailiffs, any Portman, or Common-Council-Man, be authorised to take any Book for his own Use; and to order the Delivery of any Book or Books, to such Person or Persons as he shall think proper, by Warrant under his Hand to the Library-Keeper, which Warrant should be a Discharge

charge for those Books, and the Person by whom the Warrant is drawn should be answerable for the Books delivered by Virtue of the said Warrant, until they be returned.

6. That every Person taking, or borrowing any Book, should give the Library-Keeper a Receipt for it, which Receipt should be re-deliver'd upon the Return of the Book.

7. That the Library-Keeper should keep a Book, in which he should enter an Account of all Books, lent by him, taken by any of the Bailiffs, Portmen, or Common-Council-Men, or delivered by their Warrants, specifying the Time when, and the Person to whom each Book is delivered, and the Time when it is returned.

8. That a small annual Salary be appointed to the Library-Keeper, for his Trouble, (five or six Pounds might be sufficient) which Salary might be paid out of the Profits of *Mr. Smart's* Estate, or *Tooley's*.

We apprehend that some such Regulations as these, would effectually prevent any further Loss : And we doubt not but the Library would flourish, and soon receive sufficient Encouragement from the Publick, if Gentlemen were to see their Gifts were properly disposed of, and a proper Care were taken of them. But these are submitted to the Publick as short Hints, and as a rough Sketch of what might be improved and amended.

GIFTS *to be disposed of in* CLOATHS, BREAD, &c.

M*R. John Allen, Portman, about the Year 1570, gave to the Bailiffs, &c. of Ipswich, Sixty Pounds, the yearly Profits thereof to be bestowed upon Gowns, Shirts, and Smocks, to be yearly given and distributed to the poorest and most needy Inhabitants of the said*

said Town for ever. This Money was paid to *Mr. William Whetcraft*, who, in Consideration thereof, assured to the Bailiffs, &c. aforesaid, an Annuity or Rent Charge of *four Pounds and ten Shillings for ever* : And the *Bull Inn* in the Parish of *St. Mary Key*, (now in the Occupation of *Job Grimwade*) is tied for the Payment of it, to be paid yearly upon the Feast Day of *All Saints* for ever, *Nov. 1.* as appears by a Deed bearing Date *12 Sept. 12. Eliz. (1570.)*

No particular Person is appointed to receive this Annuity ; and the Committee were of Opinion, that it would be better if an Order of Great Court were made, that it should be received by the Treasurer of *Mr. Martin's* Charity, and yearly laid out by him, according to the Will of the Donor. For it has been received sometimes by the Treasurer of one Charity, and sometimes by the Treasurer of another, and some Years the Committee could not find that it had been received at all. But they found that very often when it had been received, it had not been employed according to the Donor's Intention, but to other Purposes.

The Committee were also of Opinion, that it would be better, if the Treasurer of *Mr. Martin's* Charity were to receive the following Gift, viz.

Mrs. Alice Scrivener, formerly the Wife of *Mr. William Smart*, upon her Marriage with *Mr. Scrivener*, caused him to enter into Bond, that he should assure, within one Year after his Decease, to the Bailiffs, &c. of *Ipswich*, and their Successors for ever, Lands or Rents of the clear yearly Value of *7l.* to be yearly bestowed by them, upon *Gowns, Shirts and Smocks*, to be given and distributed for ever, *to the most poor and needy People, being born, brought up, and resident in the said Town.* And accordingly the said *Ralph Scrivener*, by his Will, bearing Date charged all his Messuages, Lands and Tenements, lying in *Bramford* and *Blakenham*, with the Payment of the said *seven Pounds*
a Year

a Year to the Bailiffs, &c. of *Ipswich*, and their Successors for ever, for the Uses afore-mentioned.

Afterwards *John Scrivener*, Son and Heir to the said *Ralph*, by Indenture, dated 19 June, 7 James, (1609) did grant, bargain, and sell to the said Bailiffs, &c. one Annuity or Rent-Charge of 26*l.* 13*s.* 4*d.* issuing out of one Messuage, and Six Score Acres of Land, Meadow and Pasture, with the Appurtenances, in *Ipswich and Bramford in the County of Suffolk*, to be paid yearly at the Feasts of *St. Michael the Archangel*, and the *Annunciation of the Blessed Virgin Mary*, by even Portions, at the Messuage call'd *Brooks in Ipswich* afore said. And if it shall happen, that the said Annuity or yearly Rent Charge of *twenty-six Pounds thirteen Shillings and four Pence* be behind, in part, or in the whole, after any of the Feast Days afore said, in which as afore said the same ought to be paid, and not paid by the Space of *twenty Days*, if it be demanded at *Brooks* afore said, shall be forfeited for every Day ten Shillings, in the Name of a Pain, so often as the said Annuity of 26*l.* 13*s.* 4*d.* or any Part of it, shall so happen to be behind.

And in Consideration thereof the said Bailiffs, &c. granted and sold to the said *John Scrivener* and his Heirs, one Annuity or yearly Rent-Charge of *seven Pounds*, issuing out of the Lands and Tenements in *Bramford and Blakenham* afore said : And also for and in Consideration of the Sum of two hundred and four-score Pounds, paid by the said Bailiffs, &c. to the said *John Scrivener*, he conveyed the said Annuity of 26*l.* 13*s.* 4*d.* to them, to have, hold, preserve, and enjoy the same to the Bailiffs, &c. for ever, *to the only Use, Benefit, and Beboof of the poor People of the said Town of Ipswich that now are, or hereafter shall be, for ever.*

It is not said from what Fund this Sum of 280*l.* arose ; possibly, it might be a Part of *Judge Clench's* Money, mentioned afterwards in the Account of *Mr. Daundy's Gift*. This whole Annuity of 26*l.* 13*s.* 4*d.* has been received by the Treasurer of *Christ's Hospital*,

as was before said in our Account of *that*. And the Committee did not dispute his receiving the 19*l.* 13*s.* 4*d.* But they apprehended that the other 7*l.* ought to be applied according to *Mrs. Scrivener's Gift*, and paid by the Treasurer of *Christ's Hospital*, who receives the whole, to the Treasurer of *Mr. Martin's Charity*, whom they recommended as a proper Person to receive *Mrs. Scrivener's*. But then they added a Caution or two, *viz.*

That Care should be taken that the Accounts of *Mr. Martin's* Treasurer should be *more regularly passed* for the future.

That no Person should continue in that Office above *one Year*.

That the Accounts be not only passed every Year, *but that Copies of them be regularly enter'd* into a Book to be kept for that purpose.

That all the *Cloaths* and *Linnen* that are to be yearly given away, *be brought upon the Hall upon St. Thomas's Day*, (as formerly they used to be) and distributed by the Bailiffs according to the several Donations. The Value of these amounts to 21*l.* 10*s.* *viz.* *Mr. Martin's* 10*l.* *Mr. Allen's* 4*l.* 10*s.* and *Mrs. Scrivener's* 7*l.* See *Martin's Charity*, p. 99.

Mr. Leonard Caston, Portman, by Will, dated 30 Dec. 15 James, (1617) gave 100*l.* to be paid within one Year after his Decease, and the Decease of *Alice* his Wife, by his Executors, unto the Treasurer of the Town of *Ipswich* for the Time being, to the Use of the Bailiffs, &c. for ever. *They to put forth and improve the said 100*l.* as a Stock*; and out of the Benefit and Profit thereof *pay and dispose of the Sum of eight Pounds two Shillings and six Pence yearly for ever, as shall be herein after set down*; *viz.* 6*l.* 12*s.* 6*d.* Parcel of the said 8*l.* 2*s.* 6*d.* shall at the End of three Months after the said 100*l.* is paid, be duly distributed and bestowed at or in the Parish Church of *St. Mary of the Tower Parish in Ipswich*, by the Churchwardens of that Parish, or such other Persons as the Bailiffs

liffs and Burgeses of Ipswich for the Time being shall appoint, weekly, in the Forenoon of every Sabbath in the Year, yearly for ever, by two Shillings and six Pence a Day in Bread, upon and among thirty such poor and needy Persons of the said Town, as shall there take Collection, and as the said Churchwardens shall think fit, and shall there attend to hear Morning Prayer and Sermon; And upon that Day Twelvemonth after his Burial, and so that Day yearly for ever, two Shillings and six Pence in like Manner to such as shall attend upon that Day to hear Morning Prayer and Sermon, which he wish'd at that Day might be for ever read and preached to commemorate God's Goodness in this Gift, to move the Poor to Thankfulness, and the Rich to good Works, by the then Minister of that Parish, for whose Pains he yearly gave and bestowed out of the said 8l. 2s. 6d. Twenty Shillings, upon Condition that the Inhabitants for the Time being of the House commonly call'd the Archdeacon's House, shall have and enjoy for them and their Servants, the Seats that he had builded in the said Church. And he did give Ten Shillings, being the Residue of the said 8l. 2s. 6d. to be paid yearly for ever to the Churchwardens of the said Parish, towards the Reparations of the said Church; if the Inhabitants of the said House shall enjoy the Herbage of the North Part of the Church-Yard, as it is now severed, and the Benefit of the Roses and Plants there now growing, or hereafter to be growing therein. And that the In-bread be allowed to the Sexton, for his providing the Bread at the Times and Place aforesaid; which 8l. 2s. 6d. he humbly requested the Bailiffs and Burgeses to see every Year truly distributed to the Poor, and to the Minister and Churchwardens aforesaid, as they and every of them shall answer the contrary. And for the Payment of the said 100l. he tied the House that he lived in, commonly called the Archdeacon's House.

The Committee reported, that this Bread is constantly sent by the Corporation; and the Minister is paid twenty Shillings a Year for preaching a Sermon upon

upon the Ninth of *March*. But it is presumed, instead of Bread, they ought to send the Money; *the Church-Wardens or the Sexton should provide the Bread.*

Mr. James Caston, 23 April, 1660. gave to the Bailiffs, &c. of Ipswich, 100 l. for them to buy eight Pounds a Year, to be bestowed two Shillings a Week to the Poor of St. Margaret's in Ipswich; and the Residue to be yearly and every Year, upon the Feast of St. James the Apostle, disposed and distributed by the said Bailiffs and Burgesses and their Successors, among Ten, Twelve, or a less Number of the most needy Prisoners in the Town or County Goals in Ipswich aforesaid.

This Sum of 5 l. 4 s. is given to the Poor of St. Margaret's; but the remaining Sum of *fifty-six Shillings*, is not distributed to the Prisoners in the aforesaid Goals.

Mrs. Elizabeth Robinson, Widow, 1 July, 1680, gave to the Bailiffs, &c. of Ipswich, one Hundred Pounds, to the Intent that they and their Successors for the Time being, shall yearly and every Year for ever, pay the Sum of Five Pounds Four Shillings quarterly, by four equal and even Payments; to the Church-Wardens and Overseers of the Poor of St. Clement's Parish for the Time being, in which Parish her beloved Son John Robinson, late deceased, was born, fifty-two Shillings, part of the said Five Pounds Four Shillings: And the other Fifty-two Shillings to the Church-Wardens and Overseers of the Poor of St. Mary Tower Parish in Ipswich aforesaid, where the said John her Son was buried; with Intent that the said Church-Wardens and Overseers of the respective Parishes, do every Sunday in the Year, ensuing the Feast-Day of St. Michael the Archangel, being the first Quarter due, immediately after Service and Sermon in the Morning, distribute twelve-pennyworth of Bread to twelve of the poorest aged and impotent Persons, of the same their respective Parishes, as to the Judgments of the said Churchwardens and Overseers shall seem meet. And that the Bailiffs, &c. and their Successors, shall have

the Visitation of this Gift to the Persons therein concerned, and to correct and reform, according to their Judgments, Abuses therein.

This Bread is provided by the Corporation; but *they should pay the Money* and the Churchwardens should buy the Bread. It is true, if proper Care be taken that the Bakers do not defraud the Poor, it is of little Consequence who buys it. But the Churchwardens are more likely to take Care of so *minute a Concern* as this is, than the *Bailiffs* of the Town are. The Poor do often complain of the Bread provided by the Corporation, and *sometimes not without Reason*.

Mr. William Sayer, Portman, about the Year 1680, gave *one hundred Pounds* by Will to the Bailiffs, and five eldest Portmen of the Town of *Ipswich*, to the Intent that out of the Interest thereof, *Bread should be weekly provided for the Poor, and distributed at St. Lawrence Parish in Ipswich, by the Officers, in the Forenoon of every Sabbath, if there be a Sermon, and if no Sermon there, then to be distributed at the Parish Church of St. Mary Tower, by the Officers of that Parish*. And 16 July, 1683, it was ordered by a Great-Court, that this 100*l.* should be received by the Town-Treasurer, and a Settlement made for the Payment of the Interest, and an Acquittance for the same should be given to his Executors under the Common-Seal of the Town.

This Bread is constantly given away as is above-directed; but what Settlement was made, we have not been able to learn.

Concerning all these Gifts, which are to be laid out in Cloaths or Bread, we must observe in General, that it is incumbent upon the Corporation to see that the Persons who are employed to furnish *the Cloaths or Bread, be regularly paid, within a reasonable Time after the Delivery of the Goods*. For sometimes this has been urg'd as a Pretence why the Materials were not so good *as might be expected from the Price said to be given for them,*

them, viz. *They were oblig'd to stay so long for their Money, that they could not afford to do otherwise.*

These Payments therefore ought not to be left to the sole Discretion of *the Chamberlains*. It sometimes happens that those Offices are executed by Men who will not willingly suffer any Money to pass through their Hands without making some Advantage of it, either *by keeping it in their Hands*, and applying it to their own Use; or else, *by insisting that the whole, or a good Part* of every Sum they pay, should be taken out, as they call it. If these Terms be not complied with, the fair Dealer may be postpon'd, made to attend from Time to Time, and at last it may be pretended that *there is no Money in hand*: So He is delivered over to the succeeding Chamberlains, who if they do not prove honest Men, may possibly be as vexatious. The Bailiffs certainly ought to exert themselves; indeed they ought not to draw upon the Chamberlains for more than they have Cash to answer; but when they draw Warrants for proper Sums, and for proper Purposes, they ought to see that their Warrants be duly obeyed: They should do this, if it were only for their own Honour, and for the Credit of the Corporation. Besides, when they have taken Care of this, they may with the better Grace, and with more Authority, attend to the next Thing that we shall propose, viz.

That Care should be taken, to prevent the Persons who are employ'd in furnishing the Bread and Cloaths, from imposing upon the Poor, and, in the modern Phrase, which every Man in the Corporation knows the Meaning of, from making a Jobb of it. The Bread, the Linnen, and Woollen, are bought for the Poor, not with the Town's Money, but with their own. This should be the more inculcated, because many Evils arise from People's calling this Money *the Town's Money*; For from hence they consider themselves as having a Sort of Property in it, as if every Freeman had a Right to the Scramble, and every one might contrive how to get as much of it as He could. But this Money is
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the Poor's Money; The Corporation are only *Trustees, Receivers, and Stewards for them*; it was given for *their only Use and Behoof*, and therefore as neither the Corporation, nor any Officer, or Member of it *should serve any bye End* by laying it out; so certainly no Tradesman can be justified if he deals *more unfaithfully by the Poor*, than he would by any private Man. Yet, *there are such Things as Jobs*, and if we were disposed to be severe, from some given Truths, drawn from indisputable Facts, one might shew by an easy Calculation, how much in the Pound the common Run of *these Jobs* amounts to: But as this is a Matter of mere Curiosity, and as *some* will think enough has already been said upon this *tender Point*, it may be sufficient to add a Caution or two to prevent these Things for the future.

In respect of the Bread then, it is proposed, that the Assize of it be regularly fixed by the Bailiffs, and publick Notice be given of it; that the Clergy and the Officers of each Parish may the better know when it is properly made: And, that upon every just Complaint, the Delinquent be punish'd according to Law, *without any Regard to his past, or future Vote*; and never be suffer'd, after the Discovery of any known Fraud, to furnish it again.

In respect of the Linnen, or Woollen Goods, it is proposed.

That they be always order'd *a sufficient Time before they be wanted*.

That they be brought upon the Town-Hall, and a Bill of the Prizes be delivered with them, at least, *ten Days before they be given away*; during which Time *every Member of the Assembly* should be allowed the Liberty of *viewing them, and examining the Bill*.

That the Person of whom the Goods are bought, should attend upon the Morning of the Day when they are given away, to answer any Objections that may be made to them.

And

And if nothing be objected, that *then He should receive his Money immediately upon the Hall.*

If this Method were observed, it could never happen that the Poor should pay *three Shillings for what is not worth two.*

Mr. Francis Colman, Portman, by an Indenture (dated 2 Sept. 1729.) made between the said Mr. Colman and the Bailiffs, &c. of Ipswich, sold to the said Bailiffs, &c. a Piece of Land of *six Acres*, in St. Hellen's Parish in Ipswich, to hold the same for a thousand Years, they paying yearly during the said Term the Sum of eight Pounds and two Shillings at Michaelmas, in the Church-Porch of St. Lawrence in Ipswich, without any Deduction in any respect whatsoever. And further that the said Francis Colman shall have the Use of the said Water to his Dwelling-House and Gardens at all Times during the said Term, without paying any Rent for the same. And that the poor People that now, and hereafter shall dwell in the House made use of as a Workhouse for the Poor belonging to St. Margaret's Parish, shall have Gratis the Use and Benefit of the said Water, and that the said Francis Colman, and his Heirs, shall at the End of the said thousand Years demise the Premises again for the further Term of one thousand Years upon the same Conditions.

And the said Francis Colman, by Indenture bearing Date 4 Sept. 1729. conveyed the said yearly Rent of 8l. 2s. to eleven Trustees, Inhabitants of St. Lawrence Parish, to the Use and Behoof of them and their Heirs for ever, IN TRUST, that it should be for ever disposed of by the sole Direction of the Minister for the Time being of St. Lawrence aforesaid, for the Use and Benefit of the working poor People of that Parish, who receive no ordinary or weekly Alms, Collection, or Maintenance, from the Inhabitants of the same Parish, and so as the wealthy Inhabitants are not eased; That is to say, 5l. 2s. Part of the said yearly Rent of 8l. 2s. shall be laid out yearly in Bread at two Dozen a Week, by
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the said Minister, and by Him, or his Direction, on every Sunday distributed to and among such poor People of the said Parish as herein are before described, at the said Parish-Church, in which Elizabeth, late Wife of the said Francis Colman, lieth interr'd; and the Residue of the said 8l. 2s. shall be laid out yearly in Shirts and Shifts by the said Minister, and by Him, or his Direction, distributed to and among such poor People of the said Parish as are herein before-described, and no other. And in Trust further, that the said Trustees, and their Heirs and Assigns, shall at the End of one thousand Years, mention'd in the Demise to the Bailiffs, &c. at the Costs and Charge of the said Bailiffs, &c. convey the Premises upon the said Terms for the further Term of another Thousand Years. And upon further Trust, that when the said Trustees are reduced to the Number of Two, then such Two shall with all convenient Speed, by good and sufficient Deeds, convey the Inheritance of the Premises aforesaid to eleven other Inhabitants of the said Parish, to be nominated by the Parishioners at any Publick or Vestry-Meeting.

This annnal Rent of 8l. 2s. is every Year disposed of by the Minister of *St. Lawrence*, as before directed; And there is an Order that the Chamberlains should pay this Rent with some of the first Money that they receive. But the Chamberlains are apt to be dilatory in paying it, so that, sometimes it has not been paid off *many Months* after it has been due.

Mr. Benjamin Osmond, by Will dated 30 June, 1619, gave to the Bailiffs, &c. of Ipswich, 350l. whereof 50l. was to be bestowed towards building the Cross; and 100l. towards purchasing of Houses for the Habitation of Four aged poor Persons; and the remaining 200l. to purchase Lands and Tenements towards their Maintenance.

With Part of this Money, four Tenements in *St. Matthew's* Parish were purchased: Whereof Two of them, having *four several Rooms*, are employed as
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aforesaid as a Habitation for the said four poor Persons. And the other two Tenements are let out, and the Rent is applied towards the Maintenance of the said four poor Persons.

As to the Remainder of the Money, it used to be lodged in the *Portmens Hands*, sometimes with one, sometimes with another, who allowed Interest for it, till the Year 1695, when the Corporation took it into their own Hands for their own Use, and mortgaged their Marshes to several Trustees, for the Repayment of the same, with Interest after the Rate of 4 per Cent. per Ann. This Interest has been paid, as appears by all the Accounts that can be found, by the Town-Treasurer yearly to the Treasurer of Mr. Osmond's Gift. And out of this Money, and the Rent of the two Tenements abovemention'd, the four poor Persons who live in the other two Tenements are allowed each of them 8d. a Week, and Firing; and the Tenements are kept in Repair.

All the Trustees to this Mortgage are dead, except Mr. Henry Hill; therefore the Committee thought it necessary that the said Mortgage should be conveyed to new Trustees, at the Expence of the Corporation: And considering Mr. Hill is so far advanced in Years, we admire this is not yet done.

Mr. William Cutler, Merchant, by his Will, dated 24 Jan. 18 James (1620) bequeathed to the Bailiffs, &c. of Ipswich, 100l. upon this Trust and Confidence, that they shall therewith purchase Lands, Tenements and Hereditaments, of the full and clear yearly Value of six Pounds; the said yearly Rents and Profits of the said Lands to be by the Bailiffs and Portmen of the said Town, for the Time being, or the greatest Part of them, yearly and every Year for ever, bestowed for and towards the Maintenance of three poor Persons, viz. to every of them, Forty Shillings a Year; the said 100l. to be paid by his Executors, so soon as the said Bailiffs and Burgeses should find out the said Purchase,

and agree for the Price, and purchasing the said Lands and Tenements.

With this 100*l.* a Meadow was bought and laid to *Handford-Hall* Lands: And the *six Pounds* yearly Rent is paid to the junior Bailiff, who, as the Committee were told, pays it by virtue of an Order from the Bailiffs and Portmen to three poor Persons.

The Committee therefore recommended it to the Court, that the Names of these three poor Persons who receive this Money, should every Year be entered into the Book, where the Accounts of other Charities are kept.

Anthony Bedingsfield, Esq; about the Year 1650, gave 100*l.* to the Bailiffs, &c. of *Ipswich*, to be distributed among the Poor of the several Parishes in *Ipswich*.

There is an Order of Court that an Acquittance should be given to his Executors for this Sum; so we suppose it was received and distributed accordingly.

Thomas Cadey of *Stoke next Ipswich*, by Will dated 18 April, 1531, bequeathed thus, "Item, I will that my other three Tenements with their Appurtenances there, shall for ever prove and be for Alms-Houses for poor Couples for ever to dwell in, that be old, impotent, and lame Persons, to pray for my Soul, and all Christian Souls."

Quere, Where these Houses stood, and what is become of them?

Richard Oake, late of *Ipswich*, Porter, by Will dated 26 May, 1522, gave his Dwelling-House in *Broke-Street*, wherein he then dwelt (if his Wife and Daughter should die without Heirs) with the Garden and two Tenements, with all their Appurtenances, to be and remain unto the whole Body and Town of *Ipswich* for evermore, to the Intent that all the Profits and Revenues shall for ever discharge and acquit all the poor Inhabitants of the said Town which hereafter shall happen to be taxed or charged to pay to the King's Tax, so largely

largely as the said Profits and Revenues will extend towards the King's Tax aforesaid, whensoever and so often as it shall happen to be taxed, levied, or gathered, within the said Town of Ipswich.

This House is said to stand at the lower End of *Brook-street*, and is the corner House, now the *Half Moon*: This honest Porter intended it should always be applied to a very good Purpose; but he has been mistaken, for it has long since been sold, and as to this Charity it is sunk.

Mr. Edmond Dandy, Portman, by his Will dated 2 May, 1515, bequeathed thus; 'Also, I will that the Bailiffs and Commonalty of Ipswich, and their Successors, shall have and enjoy all those Lands and Tenements in Holbroke, which I lately purchased of John Everard, according to such Communication and Agreement as I have taken with the said Bailiffs, and upon the Communication and Intent hereafter ensuing; That is to say, That the said Bailiffs for the Time being, and their Successors, shall yearly content and pay, or cause to be contented and paid to every of the House of Fryars in Ipswich aforesaid, and to their Successors for ever, on the Day of St. John Port Latin [May 6.] 13s. 4d. of lawful Money of England, to and for the Intent, that every of the said Fryars, and their Successors, in every of their Churches, shall keep my Obiit, and Ann my late Wife, my Fader's and my Moder's Obiits, yearly upon the said St. John's Day, with Plaint and Dirge to be devoutly sung in every of the Churches of the said Fryars upon the Even of the same St. John, and a Mass of Requiem, and the other Obsequies thereunto appertaining to be sungen solemnly upon the Day of the said St. John. And that the said Bailiffs for the Time being, and their Successors for ever, shall yearly cause the Obiit and Obsequies to be kept in Form aforesaid: And also, the same Bailiffs for the Time being, and their Successors, for

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‘ever, shall give to every of mine Almsbouses, besides our Lady of Grace, yearly for ever, against Winter, one hundred Faggots of Wood, to the Intent that the poor Persons there for the Time being, shall the rather pray for mine Soul, my Fader’s and Moder’s Souls, and all myne Friend’s Souls.’

Mr. Dandy’s Epitaph in *St. Lawrence Church* says, that He was the ancient Founder of the Market-Cross, and of the Almsbouses in *Lady-Lane*, to every one of which He gave one Hundred of Wood against Winter.

It appears also from an Entry in *Bacon’s Book*, that Mr. Dandy, three Years before he made his Will, gave the following handsome Gift

“Edmond Dandy at this Court declar’d, that He had given to the Town, Lands and Tenements in Value 6 l. per Annum, to the End that they should discharge the poor Commonalty of the Town of all Tenth and Fifteenths, and Charges which shall happen: The Lands lie in *Rushmere*.” This was given in the 4th of *Hen. VIII.* A. D. 1512; and if it had continued to this Time, it would have been now worth between Thirty and Forty Pounds per Annum, the least of which Sums applied towards easing the poor Freemen in the Land-Tax, would have excused them from paying for the Value of 150 l. per Annum. But these Lands have long since been sold.

And as to the *Holbroke* Lands, they had the same Fate; for the Committee reported, that they did apprehend they were sold long before their Enquiry took Place: For there is an Order of Court to sell the Lands at *Holbroke* belonging to the Corporation, to Mr. *Elinch*, for 600 l. If they had kept enough to secure the Firing to the Poor, and had applied the Money that the rest sold for to some good Purpose, in this Protestant Country they might have escap’d Censure in this Particular.

29 *Edw. I.* (1300) Mr. *Thomas Abbere* gave 30 s. a Year to the Repair of *Stoke Bridge*. This appears from

from *Bacon's Book*: “*Thomas Alvere* one of the Co-
 “roners being dead, his Will was proved by the
 “Executors, wherein Twenty Shillings yearly was
 “given for ever out of Lands in *Stoke* called *Stiwards*,
 “for the Maintenance of the Bridge, and Ten Shil-
 “lings yearly out of other Tenements.”

Quere. What is become of this Legacy?

12. *Elix.* (1569) *Christopher Ward* did deliver into Court five Deeds, purporting a Gift of *Almshouses* in *Matthew's Parish* given to the Town by his Father *John Ward*, alias *Bently*, by his last Will.

Mr. John Hunwick of Colchester in Essex, by Will dated 24 Nov. 1593, gave to the Bailiffs and Portmen of *Ipswich* Twenty Pounds, Ten Pounds thereof to be forthwith distributed to the most poor and needy; and the other Ten Pounds to the Maintenance of the Hospital, and the Poor thereof. And also did give 300*l.* to remain for ever, to the poor, lame, and impotent Persons inhabiting within the Town of *Colchester*, and the Precincts thereof, to be paid by his Executors within one Year after his Decease, to the Bailiffs and Commonalty, to the Use of the Poor of the said Town of *Colchester* for ever. Provided notwithstanding, that the Bailiffs and Commonalty at that Time being, should enter into Bond by Indentures of Covenants to the *Bailiffs and Portmen of Ipswich*, with the Consent of his Executors, or one of them, to use, bestow, and give, for ever, once every Year, the Profits, Benefits and Advantage, of the said 300*l.* to the poor, lame, and impotent Persons of the said Town of *Colchester*, and the Precincts thereof, without any Manner of Affection. And if the said Bailiffs and Commonalty of *Colchester* should not give and bestow the Use of the said 300*l.* according to the true Meaning of his Will, and of the said Indenture of Covenants, that then *the Bailiffs and Portmen of Ipswich*, or by what other Names they are called, shall receive and take

take out of the Hands of the *said Bailiffs and Commonalty of Colchester*, the said 300 l. so given as afore-said. And after Receipt thereof, He gave 100 l. thereof to the *Poor of Ipswich*, which the Bailiffs and Portmen of *Ipswich*, for that Time being, shall receive to the Use of the said Poor of *Ipswich*; and 100 l. thereof to the Poor of *Sudbury*, which the Mayor of *Sudbury* for that Time being, shall likewise receive to the Use of the said Poor of *Sudbury*; and the other 100 l. thereof to the Poor of the Town of *Malden*, which the Bailiffs at that Time being shall receive to the use of the said Poor of *Malden*: They and every of them to use the same to the best Advantage of their said Poor, in every of their said Towns for ever.

Provided notwithstanding, that there shall be a special Covenant in the said Indenture, that the said Bailiffs and Commonalty of *Colchester* shall, every *fifth Year*, make and give a perfect Account to the Bailiffs and Portmen of *Ipswich*, as they are incorporated, of *the Profit and Distribution to the poor, lame and impotent Persons of the said Town of Colchester*, for the four Years past. And the *fifth Year's Profit*, being thirty Pounds, He will'd, shall be always paid by the Bailiffs and Commonalty of *Colchester*, and for ever to continue in Manner and Form following, that is to say, *every fifth Year for ever Ten Pounds thereof to the Bailiffs and Portmen of Ipswich for their Poor*; one other *Ten Pounds thereof to the Mayor of Sudbury for their Poor*; and the other *Ten Pounds thereof to the Bailiffs of Malden for their Poor*; they and every of them to give and bestow the same several Sums of Money in every of their said Towns, to the poor, lame, and impotent Persons thereof.

Indentures were made according to *Mr. Hurwick's Will*, and bear date 25 Aug. 37 Eliz. (1595) wherein it was agreed, that whensoever the said Accounts shall be made and taken at *Colchester*, the Bailiffs and Commonalty of *Colchester* and their Successors shall bear the Charges of the said *Bailiffs, &c. of Ipswich*, during
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the Time of their Continuance there for these Purposes, so as their Number so resorting do not exceed *Ten Persons*. And when the Accounts were to be passed at *Ipswich*, this Corporation was to bear the Charges of the Corporation of *Colchester* in like Manner. The Accounts were to be passed upon the 20th of *August*, if it be not a *Sunday*; and if it be, on the *Monday* after.

This Sum of 10*l.* used to be regularly paid every five Years, but latterly the Corporation of *Colchester* grew careless and negligent about it; for in 1720, upon filing a Bill in Chancery, Forty Pounds were paid by them, for four Years. In 1725, 10*l.* was received by *Mr. Hill and Mr. Bowel*, the then Bailiffs. But since that Time it has not been paid at all, nor have the Bailiffs of this Corporation applied for it.

This Money used to be laid out in *Cloaths and Linnen*, and distributed to every Parish, in Proportion to their Bigness, by the Assembly. But in 1725, which was the last Time it was paid, the Bailiffs were pleased to give it away to such Persons, as they in their own Wisdom thought fit.

Mr. DRAYLE'S GIFT.

THE Bequest of *Mr. Thomas Drayle* appears by an Indenture Tripartite, dated 27 *October*, in the fifth Year of *Henry VIII.* (1513) between *Robert, Pryor and Convent of the Monastery of the Holy Trinity*, within the Town of *Ipswich*, on the one part; *Thomas Baldry and John Butler*, Bailiffs of the said Burgh, the Burgeffes and Commonalty of the same, on the second Part; and *William Harte*, Citizen and Alderman of *Norwich*, and *Sir William Bacon, Clerke*, Executors of the last Will and Testament of *Thomas Drayle*, late of *Ipswich* aforesaid, deceas'd, on the third Part, witnessing, ' That whereas the said *Thomas*

' *Drayle*

‘ *Drayle*, in his Life-time, intending the Common
‘ Wealth of the said Burgh and Town, and the prof-
‘ perous Continuance of the same, by his last Will,
‘ willed, declared and bequeathed, unto the said Bai-
‘ liffs, Burgesses and Commonalty, in ready Money,
‘ and otherwise, to the Value and Sum of *Seven-score*
‘ *Pounds*, to the Intent, that as well the Commonalty
‘ of the said Town and Burgh, as Foreigners and
‘ Estrangers now inhabiting or resorting, or that here-
‘ after shall be inhabiting or resorting in or unto the
‘ said Burgh or Town, should be holpen and eased of
‘ such Tolls and other Charge as hereafter followeth,
‘ as by the said last Will and Testament more plainly
‘ it doth appear, which *Seven-score Pounds* having
‘ been by the said Executors, unto the said Bailiffs,
‘ contented and paid, and thereof the said Bailiffs, &c.
‘ acknowledge themselves truly and fully satisfied, and
‘ thereof acquit and discharge the said Executors, and
‘ every of them, by these Presents ; For which *Seven-*
‘ *score Pounds* to the said Bailiffs, &c. paid, as is afore-
‘ said, the same *Bailiffs, Burgesses and Commonalty of*
‘ *Ipswich* aforesaid, by these Presents covenanteth and
‘ granteth for them and their Successors, unto the said
‘ *William Harte* and the said *Sir William Bacon*, that
‘ the said Bailiffs, &c. aforesaid, and their Successors,
‘ from the Date of these Presents, for ever and at all
‘ Times hereafter, shall discharge and acquit all and
‘ every Person or Persons, inhabiting or resorting to
‘ or within the said Burgh, of every *Toll* or *Custom*,
‘ Sum or Sums of Money for Toll or Custom, to be
‘ levied or taken of them, or of any of them, within
‘ the said Burgh, or any Part of the Precincts of the
‘ same, by the said Bailiffs and their Successors, or
‘ any of their Ministers, to the Use of the same Bai-
‘ liffs and their Successors, for any Cart or Pack-
‘ Horse hereafter to be driven, coming, or standing,
‘ or going out, in, or through the said Burgh or
‘ Town, or any Precinct or Parcel of the same ; and
‘ that

' that the said Bailiffs, &c. nor any of them, nor any
 ' other Person or Persons for them, or by their Com-
 ' mandment or Assent, shall levy or cause to be
 ' levied, any Toll, Custom, Sum or Sums of Money
 ' for the said Carts and Pack-Horses, or any of them.
 ' And also the said Bailiffs, &c. by these Presents co-
 ' venanteth and granteth, for them and their Suc-
 ' cessors, unto the said *William Harte* and *Sir William*
 ' *Bacon*, that the said Bailiffs, &c. and their Successors,
 ' from the Date of these Presents, shall not take, levy,
 ' or receive, of any of the said Person or Persons, any
 ' Toll or Custom, or other Charge, of and for any
 ' *Fresh Fish* or *Fresh-Water Fish*, carried, conveyed or
 ' brought, by any Person or Persons, to the said Burgh,
 ' or any part of the Precincts of the same, by Water
 ' or by Land, to sell, nor for any *Cart* or *Horse*, *Ship*
 ' or *Boat*, bringing or carrying the same. And over,
 ' the said Bailiffs, &c. of *Ipswich* aforesaid, by these
 ' Presents, covenanteth and granteth unto the said
 ' *William Harte* and *Sir William Bacon*, that the said
 ' Bailiffs, &c. nor any of them, nor their Successors,
 ' at any Time after the Date of these Presents, shall
 ' demand, levy or take, any manner of Fynes, Tolls,
 ' Customs, or other Charge, of any Foreigner, being
 ' not a Freeman of the said Burgh, inhabiting within
 ' the said Burgh, or within the Precincts of the same,
 ' for his Occupation of his Crafts, or for the Opening
 ' of his Shop, or selling of his Wares, Victuals, or
 ' Merchandizes, or for the Occupying of his House,
 ' within the same Burgh. Provided always, that if
 ' any of the same Fynes, Tolls or Customs, to be paid
 ' by the said Foreigners for opening of their said
 ' Shops, and selling of their said Wares or Merchan-
 ' dizes, be cessed or rated, and of right ought to be
 ' cessed and rated upon the same Foreigners, to the
 ' whole Sum of *Twelve-pence*, or above, and not under,
 ' that then the said Foreigners are therewith to be
 ' charged, these present Indentures, or any thing in
 ' them expressed to the contrary notwithstanding.'

' Moreover the said Bailiffs, &c. covenanteth and
 ' granteth by these Presents unto the said *Prior and*
 ' *Convent*, and their Successors, that if the said Bailiffs,
 ' &c. or their Successors, at any time hereafter, *vexen,*
 ' *trobelyn, or levying*, of any manner of Person or
 ' Persons, any Sum of Money in the Name of Toll,
 ' Fyne, Custom, or Charge, for any such Toll, Fyne,
 ' Custome, or Charge as aforesaid, contrary to the
 ' Effect and true Meaning of these Indentures, and
 ' the same be sufficient proved before two of the
 ' Justices of Quorum of the Shier of *Suffolke*, for the
 ' Time being, present at the next general Session to
 ' be holden for the said Shier at *Ipswich* aforesaid,
 ' next after any such Vexation or Trouble, or Levying
 ' of any Fine contrary to the true Meaning of these
 ' said Indentures, that then the said Bailiffs, &c. and
 ' their Successors, for every such Vexation or Trouble,
 ' or levying of any Fyne, shall pay and content unto
 ' the said Executors, or either of them overliving, if
 ' any such Default or Offence be, or unto the said
 ' Prior or Convent, or their Successors, *Forty Shillings*
 ' of good and lawful Money of *England*, in the Name
 ' and for a Paine for every such Doing so proved as
 ' is aforesaid contrary to the Effect of the Premises.
 ' In witness whereof, to the one Part of this Inden-
 ' ture, with the aforesaid *William Harte* and *Sir Wil-*
 ' *liam Bacon* remaining, the said *Prior and Convent*
 ' their Common-Seal, and the aforesaid Bailiffs, &c.
 ' their Common-Seal hath put; unto the other Part
 ' of this present Indenture with the said *Prior and*
 ' *Convent* remaining, as well the aforesaid *William*
 ' *Hart* and *Sir William Bacon* their Seals, as the said
 ' Bailiffs, &c. their Common-Seal hath put; and to
 ' the third Part of this present Indenture with the
 ' aforesaid *Bayliffs, &c.* remaining, as well the afore-
 ' said *William Hart* and *Sir William Bacon* their Seals,
 ' as the said *Prior and Convent* their Common-Seal
 ' hath put to the Day and Year above written.'

Whether

Whether this Deed would at all affect the late Dispute about *foreign Fines*, or how far it might do so, we do not pretend to say, but leave it to the Gentlemen of the Law to determine. However we think the Managers of the Corporation did not mean to explain this Deed, by the very obscure and unintelligible Account which they every Year publicly gave of it in the Preacher's Roll, with which we shall close our Account of these Corporation-Charities, *viz.*

“ The Executors of *Mr. Thomas Drayle*, Merchant,
“ about the fifth Year of *King Henry the Eighth*, for
“ the Consideration of One hundred and Forty Pounds
“ given by the said *Thomas Drayle*, and paid by them
“ to the Town, settled Indentures *for the Purposes of*
“ *the said Thomas Drayle intending the Commonwealth*
“ *of the said Town, and prosperous Continuance of the*
“ *same, as is particularly set forth in the Book, or*
“ *Record called Doomsday.*”

P. S. In *Bacon's Book* there is a Memorandum, 36 *Eliz.* which says, that twenty Shillings in hand, and four Pounds *per Ann.* were ordered to one *William Johnson*, a poor Scholar at *Cambridge*, out of *Roger Banes's Gift*.

Quere. What Gift this was ? And what is now become of it ?

An Account of the CHARITY-SCHOOLS of Grey-Coat Boys and Blue-Coat Girls.

OF all the Charities belonging to this Town, which the Corporation, as such, has no Concern with, this is the most considerable. We shall say the less of these Schools because the Publick have already had an Account of them, by a printed Representation. Seventy Children are educated in them, and cloathed

throughout every Year, viz. 50 Boys and 20 Girls, And if the Boys and their Parents comply with the Rules of the Society, at their leaving School they have each of them 3*l.* towards binding them Apprentices, to Sea, or to some of the lowest and most useful Trades. It is so much for the Credit of these Schools that we cannot forbear adding, that out of *Sixty-eight Boys* who have been regularly dismissed since *Michaelmas 1739*, when the Representation was printed, *Twenty nine* have gone to Sea. Above *Five Hundred Children* have been admitted into these Schools. They were first erected in 1709, by voluntary Contribution; and they have chiefly been supported ever since by a voluntary annual Subscription. But besides this they have likewise received the following generous Gifts and Legacies.

In 1712, *Mr. William Edgar*, Register of the Arch-deaconry of *Suffolk*, conveyed his copyhold House and Land at *Orford* in *Suffolk*, to the following Gentlemen, in Trust for the use of the said Schools, viz. *Sir William Barker, Bart. Mr. Robert Edgar, the Reverend Mr. Bishop, Mr. Thomas Stisted, Mr. John Beaumont, and Mr. John Sparowe.* This House and Land is let for 9*l. per annum.*

In 1718, *Mr. Pemberton* gave out of the Tithes of *Wickham, &c.* about 31*l. per annum.* See his Will at the End of this Account. p. 174.

Mr. William Cofin of *St. Paul Shadwell* in *Middlesex*, by his Will dated 9 April, 1718, bequeathed to the Charity-School of *Ipswich* in *Suffolk*, of which *Abijah Mansur* was Master, 5*l. per annum*, to be paid fifty Shillings every half Year after his Decease, out of his Estate at *Barkin* in *Essex*, by the Person who by virtue of his Will, or otherwise, should enjoy the same, for and during so long time as the said Charity School shall be upheld by People of the Communion of the Church of England.

Mr. John Gibbon gave 4*l. per annum.* See his Gift to *St. Matthew's.*

Mr.

Mr. Jonathan Quintin, sometime Portman, by his Will dated 14 May, 1729, bequeathed to these Charity Schools, so long as they continue under the Discipline of the Church of England, 3l. per annum for ever; and for the Payment thereof he bound his Estate at Walton in Suffolk, then in the Occupation of John Holland.

l.		l.	
1713	Millefon Edgar, Esq; 10	1730	Dudley North, Esq; 100
1714	Mrs. Ann Hock, Widow 10	1732	Mrs. Mary Pegg, Sp. 30
1717	Mr. Samuel Thurston, 15	1733	Mr. John Catchpole, 40
1718	Mrs. K. Edgar, Spinster, 20	1734	Mr. Fra. Edgar, Regi-
1719	R. Philips, Esq; Portm. 100		ster of the Archdea-
	Captain Robert Cole of		conry of Suffolk 100
	St. Clement's 20	1735	Liceſter Martin, Esq; 50
1720	Mr. John Steeward,	1737	The Rev. J. Sayer, B.D.
	Portman, a Gift of 20		Elected Master of
1721	Sir William Thompson,		Kath. Hall. Cambr. 50
	Knt. Recorder, a Gift, 21	1738	Mr. Francis Colman,
	Francis Negus, Esq;		Portman, 10
	Portman, a Gift of 21	1739	Devereux Edgar, Esq; 100
	Mr. Tho. Day, Portm. 50		Capt. Edward Bowel,
1724	Mr. Thomas Thurston,		Portman, 25
	Attorney at Law, 10		Mr. Isaac Sutton, Com-
	Capt. Nath. Thurston, 50		mon-Council-man of
1726	Mrs. Ursula Yale, 100		Ipswich, 10
1727	Mr. John Blomfield, 15	1742	The Rev. Ed. Hubbard,
	Mr. Robert Stebbing, 20		D. D. Master of
1728	Mrs. Eliz. Sayer, a		Katharine Hall. 20
	Gift of 20		

These Gifts and Legacies being added from Time to Time to the Annual Contributions, produced a considerable Fund, tho' the constant Expence of the Schools amounts one Year with another to near 190*l.* per Ann. For the greater Security of this Fund, in 1734, the Society bought an Estate of *Thomas Thurston, Esq;* an Annual Contributor to this Charity, lying at *Shotley and Chelmondiston* in *Suffolk*, which was vested in the Hands of the following Trustees, viz. *The Right Hon. Pryce Lord Viscount Hereford, Dudley North of Glemham, Esq;* *William Acton of Bramford, Esq;* *Devereux Edgar of Ipswich, Esq;* *William Palgrave, M. D.* *The Rev. Robert Beaumont, M.A.* *The Rev.*

Rev. Titus Tweady, M. A. Benjamin Crocker, Gent. William Tretman, Gent. and Capt. John Moore.

The Rent of this Farm is 56*l.* per Ann; But the Society was not able to advance the whole Sum for the Purchase, and there still remains a Debt of 160*l.* upon it, by way of Mortgage.

The Management of the Schools is intrusted with Five Directors, who are annually chosen, and who govern them according to such Rules and Orders as are agreed upon by the Subscribers at their General Meetings, which are regularly held every Quarter. To these Quarterly Meetings every Subscriber, that is within a reasonable Distance, is invited by Letter, and every Thing is determined by them by a Majority of Voices.

An Account of Mr. Pemberton's Charity.

MR. John Pemberton, Portman, by his Will dated 23 March, 1718, gave his Rectories of *Pettistree*, alias *Pistree*, *Wickham* and *Bing*, in the County of *Suffolk*, with all the Tythes and Profits thereto belonging, with the Barn call'd the Tythe-Barn to *Edward Spencer*, *John Revet*, *John Sparowe*, *Benjamin Crocker*, and *Michael Beaumont*, and their Heirs, upon Trust, that they should yearly out of the Rents and Profits of the Premises, with what Augmentation of Rent they could make, raise and pay to the Widows and Orphans of Church of England Clergymen, truly so in Doctrine and Discipline, inhabiting within fifteen Miles of *Ipswich*, viz. to such Widows and Orphans only as are indigent and necessitous, 25*l.* per Ann. half-yearly to be paid by the said Trustees, in such Proportions as they should see fit, so as such Widows and Orphans be no ways related in Blood to either of his
said

said Trustees, free and clear of all Taxes whatsoever : *And as to the Residue of the Rents and Profits of the said Premises, after the yearly Taxes, Repairs, and other Outgoings are deducted, He ordered and appointed that the same should be paid by the said Trustees, and their Heirs, yearly, to the Treasurer of the Charity Schools of Grey-Coat Boys and Blue-Coat Girls in Ipswich, to be applied by the Directors and Governors thereof, towards the educating and binding out Apprentices the Boys and Girls, as to them should seem meet.* And the said Testator directed, that as often as any one of the Trustees should die or be incapacitated to execute the said Trusts, that then the surviving Trustees, or the Majority of them, should forthwith choose another to supply the said Trusts. And as to the said Testator's Personal Estate, he thereout gave several Legacies in his Will particularly mentioned, amounting to near 2500*l.* and all the Residue of his Personal Estate, (after the Payment of his Debts, Legacies, Funeral Charges, and Probate of his Will) to his said Trustees and their Heirs, to be laid out in the Purchase of Lands in the County of *Suffolk*, as soon as conveniently might be after his Decease ; and directed that his Trustees and their Heirs for ever, should, out of the Rents of the Premises so to be purchased, and until such Purchase should be made, should, out of the Residue of his personal Estates, raise and pay out of the Interest thereof yearly the several Annuities after mention'd, free from all Taxes and Deductions, *viz.* To his Aunt *Dogget* 30*l.* his Cousin *Mary Hubbard* 30*l.* his Brother *George Vynne* 20*l.*

And the said Testator directed, that if there should be any yearly Overplus remaining in the Hands of the Trustees after the said several Annuities should be discharged, and as the said Annuitants should die, that the same should be applied by the Trustees *towards the Relief of such poor, distressed, insolvent Debtors, as should be imprisoned within any of the Goals in the County of Suffolk, either for delivering them out of Prison, or*
reliev-

relieving their Necessities whilst there, as the said Trustees should see fit; Provided such Debtors should be Persons *born in Suffolk, and no ways indebted to any of the Trustees.* And moreover he directed, that his Trustees should *meet once a Year*, and settle their Accounts, to each of whom he gave *forty Shillings per Ann.* to be paid them at such their Meeting, *towards their Expence, and as a small Recompence for the Trouble* which they were like to be at in executing this Trust; which Money, he willed should be paid out of the Lands and Tenements before ordered to be purchased.

The present Trustees of this Charity are *John Revet, Esq; John Sparowe, Esq; The Rev. George Drury, M. A. Rector of Whitton, The Rev. Charles Beaumont, M. A. Rector of Witnesbam, and Mr. John Beaumont of Monks-Eleigh.*

The Tythes above-mention'd are now lett to *the Rev. Mr. Carew, Vicar of Wickham-Market*, at the Rent of *sixty-five Pounds per Ann.* And the Surplus arising from the same, one Year with another, ever since the Charity Schools have had it, *at a Medium*, has amounted as near as may be to about *31. per Ann.* which has, according to the Will, been paid to the Treasurer of the Charity-Schools.

As to the rest, the personal Estate at first amounted to *4868 l.* But *the Legacies, Debts, Funeral Expences, Probate of the Will in Chancery, and a Chancery Suit*, reduced it under *2000 l.*; The Trustees have not yet found out a Purchase; but Security is given for this Money, and Interest is paid for it, at the Rate of *4 per Cent. per Ann.* which Interest, all the Annuitants above-mention'd being now dead, is applied to the Uses that Mr. Pemberton directed.

*An Account of the GIFTS and LEGACIES
that have been given and bequeathed to the several
Parishes in IPSWICH, viz.*

St. CLEMENT.

BY a Deed bearing Date 29 Nov. 1698, *Mary Wright*, Widow of *Thomas Wright the Elder*, conveyed to *Henry Sparowe*, and nineteen other Inhabitants of the said Parish, all those five Messuages in the said Parish, then in the several Occupations of *Mordecai Rivers*, *Robert Smith*, *John Sherman*, *Thomas Wilder*, and *Alice Dalling*, in Trust to the Uses following, viz.

1. That the said Messuages may be, by the Trustees and Church-Wardens of the Parish for the Time being, put into such form as shall be thought most fitting and suitable for the Reception of so many of the most necessitous Poor of the said Parish, whether young or old, as the said Trustees shall think fit to put there, to be maintained and employed for such Time as the said Trustees and Church-Wardens shall think fitting; And more especially, that a convenient Room or Rooms in some one or more of the said Houses be made and employed, as a *Work-House* for the Maintenance of all such Poor of the said Parish, especially Children, as the Trustees and Church-Wardens shall think fit to send thither; and that the Person or Persons appointed to have the Oversight and Care of such Poor, shall one Hour in every Day in the Year, teach, or cause to be taught, such Poor to read.

2. That the Trustees and Church-Wardens, or the Major Part of them, shall pay and distribute yearly and every Year, upon the 25th of September, for ever, the Sum of 40 s. to forty poor Persons by twelve-pence a-piece, as shall be thought proper Objects of Charity, by the Trustees and Church-Wardens, or the major Part of them.

3. That if the five Messuages, or any of them, shall by Fire, or any other Ways or Means, be burnt down,

laid waste, or fall down, and shall not be rebuilt within two Years next after they shall so be burnt down, laid waste, or fall down, they shall from thenceforth descend, and come, and be, to the Use and Behoof of *Thomas Wright*, Grandson of the said *Mary Wright*, and of *his Heirs for ever*.

4. That no Matter, Cause, or Thing, relating to this Trust be done or dispatched, unless the Feoffees and Church-Wardens, or the major Part of them be present; and in case of an Equality of Votes, the present *Rector* of the said Parish shall be called in, and he shall decide it.

5. That when the Number of Feoffees shall by Death be reduced to *four*, or sooner if they think proper, then they shall convey the Premises to as many other Houle-holders of the said Parish, as make up the Number of *eleven* at least.

These Houses have since been converted into a *Workhouse*; and by a Deed dated 8 Jan. 1724, *Cooper Gravenor*, *John Rudds* and *John Hammond*, the then surviving Trustees, conveyed the Premises to *Richard Canning*, Esq; and Twenty other Inhabitants of the said Parish, *seventeen* of whom are now dead; so that *Mr. C. Gravenor*, *Mr. Will. Cole*; *Mr. Nat. Cole*, and *Mr. Sam. Parker*, the four surviving Trustees, ought to execute a new Deed of Trust.

The Money is every Year given away, but to *more than Forty* People; and the Children *are not taught to read*, according to the *Direction of the Donor*.

An Indenture dated 10 March, 1704, between *Mary Green*, Widow of Capt. *Samuel Green*, and *Isaac Sutton*, and other Trustees, Inhabitants of the said Parish, sets forth, that the said *Samuel Green* by his Will left 50*l.* to be laid out in Land, the Rents and Profits of which he directed to be given away upon the 28th Day of *November* in every Year, in the Church of *St. Clement, Ipswich*, by the Church-wardens of the same, in the Presence of the Minister of the said Church; but

but that one of the Executors of the said *Captain Green* refused to act, and the other had not laid out the said 50*l.* as the Will directed; and that therefore the said *Mary Green* had added *ten Pounds* to what her Husband gave, and with that 60*l.* had bought the Piece of Ground therein mentioned, lying in *Westerfield*, and abutting North on the Queen's Highway leading from *Ipswich* to *Tuddenham*, and which she hereby settled on the said Trustees, under the special Trust hereafter-mentioned That is to say, that all and every the Rents and Profits of the said Piece of Land, except *two Shillings and Six-pence* thereof, shall and may yearly and every Year hereafter be distributed upon the 28th of *November* in every of the said Years, at or in the Parish Church of *St. Clement* aforesaid, to such Widows and Children of Seamen as shall be that Day present in the said Parish-Church, in such Proportions and Manner as to the Church-Wardens of the said Parish for the time being shall seem meet and fitting, in the Presence of the Minister of the said Parish-Church for the time being, and that the aforesaid *two Shillings and Six-pence* shall be then paid to the Sexton of the said Parish-Church; and upon Default or Neglect of distributing and paying the said Rents and Profits as aforesaid (the Taxes thereout deducted, if any due thereout) then the said Rents and Profits to go and be paid to the Heir at Law of the said *Samuel Green*.—When the Trustees were reduced to two, or three, then they were to convey the Premises to six or eight other Parishioners of the said Parish, and the Charge of making the said Deed of Conveyance was to be paid out of the Profits of the said Land.

But the usual Carelessness which is to be found in most Parishes, was visible in this Business; For all the Trustees died, and no such new Deed of Trust was made: However *Mrs. Thomasin in Crow*, who was Heiress at Law to *Mr. Sutton*, the last of the Trustees, conveyed it to the *Rev. William Couperthwaite Rector*

of *St. Clement*, and six others, in Trust to the Uses abovementioned; and when all the said Trustees shall be dead, but two, or three, they are to convey the Premises to six, or eight other Parishioners.

Capt. *Robert Cole*, by his Will dated 29 April, 1719, ordered that his loving Wife, her Executors, or Administrators, shall, as soon as conveniently may be after his Decease, lay out the Sum of 50*l.* in the purchase of a Piece of Freehold Land in the County of *Suffolk*, to be settled and conveyed to the Use of his Brother *William Cole*, and his Nephew *Nathaniel Cole*, Son of his Brother *Nathaniel Cole*, and their Heirs; in Trust, that the Rents and Profits of the said Piece of Land shall be laid out in Bread, and distributed once a Fortnight for ever in the Parish-Church of *St. Clement* in *Ipswich*, upon Sunday, after Sermon in the Forenoon, to such poor Seamen's Widows as shall be for the time being living in the said Parish, and do not take Collection.

This Bread is regularly given away, but we cannot find that any Settlement is yet made, according to *Mr. Cole's* Direction.

Capt. *Edward Larke*, by his Will in 1722, gave to *Ann Tarver*, his loving Daughter, his House in *St. Clement's, Ipswich*, then in his own and his said Daughter *Ann Tarver's* Occupation. Also he gave ten Shillings yearly for ever for a Sermon to be preached in the Parish Church of *St. Clement* in *Ipswich* aforesaid, on the 22d Day of *October* yearly, in Remembrance of the Mercies of God in preserving him on that Day, when all his Men and Ship were lost at Sea: And if that Day fall on a Sunday in any Year, then the Sermon to be on the Monday following. Also he gave twenty Shillings yearly for ever to be laid out in Bread, and given to the working Poor of the said Parish of *St. Clement*, and also two Shillings yearly to the Clerk of the said Parish, to be paid also upon the said

said *two and twentieth Day of October*. And He charged the said House with the Payment of the same, and for Non-payment of the said *ten Shillings, twenty Shillings, and two Shillings*, yearly for ever as aforesaid, it shall and may be lawful for the Minister, Church-Wardens and Clerk of the said Parish of *St. Clement* for the time being, and every of them, to enter upon the said Messuage, or Tenement and Premises at all Times, and distrain for the same, and the Distress, or Distresses so taken, to take and carry away as often as Occasion shall be and require, and such Distress and Distresses to detain, till the same and all Arrears thereof, and all Costs occasioned thereby, shall be paid and satisfied.

Capt. John Dorkin, in his Will dated 22 Dec. 1727, sets forth, that *whereas upon the fourteenth Day of September in the Year 1716, by the Providence of Almighty God he was remarkably delivered from Shipwreck, and preserved in a Storm at Sea, therefore* He gave to his Executors 100*l.* to be by them laid out in purchasing a Freehold Estate, which was by them to be conveyed to certain Trustees, in Trust for the Use of certain Persons therein named for their Lives, and after their Decease, then the said Trustees are yearly for ever to pay *ten Shillings*, part of the Rent thereof to the Minister of the Parish and Parish Church of *St. Clement, Ipswich*, for the Time being, *provided that Prayers be read by the said Minister in the aforesaid Parish Church of St. Clement, upon the 14th Day of September every Year for ever*. And the Residue of the Rents and Profits thereof shall be paid unto *Ann his Wife* so long as She shall live, and to his Daughters *Elizabeth and Susan*, during their respective Lives; and after the Decease of the longer Liver of them, to the Minister, Churchwardens, and Overseers of the Poor of the said Parish of *St. Clement*, for the Time being, which Rents and Profits he willed to be distributed by them respectively as they should come to the Receipt thereof,

thereof, upon the 14th of *September* in every Year for ever, unto and among poor Seamen, Seamen's Widows, and their Children, belonging to the said Parish of *St. Clement*, as they in their Discretion shall think fit. And if Prayers be not read, the ten Shillings shall not be paid to the Minister, but shall be distributed in manner as the Residue of the Rents and Profits hereby directed to be distributed. And *Capt. Dorkin* directed his Executors to pay five Pounds out of his personal Estate every Year during the Lives of the aforesaid Annuitants, and until the Estate be bought and settled by them as aforesaid, for the Uses aforesaid. And by a Codicil, He further directed, that his Cousin *Elizabeth Ravins* should have twenty Shillings yearly upon the said 14th of *September* during her Life, out of the aforesaid Money left to be given away upon that Day. And declared that his Will was, that No Person taking Collection of the Parish should have any Benefit from that Money. And that it was not his Intention to confine the said Gift to Seamen, and Seamen's Widows only, but that any other poor Persons who are Objects of Charity might partake of it.

This Gentleman also gave 20*l.* to the old Charity School, towards binding out some of the poor Boys to honest Trades.

A Piece of Freehold Land in *St. Helen's* Parish, that is let for 4*l.* 10*s.* per annum, is bargain'd for, which Mr. *Thomas Turner* of *London*, in Consideration of the said 100*l.* has agreed to settle to the forementioned Uses, and the Deeds will shortly be executed for that Purpose.

ST. LAWRENCE.

A Deed dated 16 *June*, 1598, sets forth, That *William Sparowe*, Portman, had received of *Thomas Kempe*, Executor to the last Will and Testament of *Elizabeth Walter* of *London*, Widow, Fifty Pounds, in pursuance of her said Will, in Consideration whereof, and of the further

further Sum of Thirty Pounds paid him by some of the Parishioners of *St. Lawrence, Ipswich*, he sold unto *Robert Barker*, Portman, and nine other Trustees therein mentioned, all that Messuage or Tavern lying between the Messuage of *Barnaby Chandler* towards the East, and the Tavern of *Thomas Drayle* towards the West, one Head abutting on the King's-Street, and the other on the Church-Yard of *St. Lawrence*, to the only Use and Behoof of them and their Heirs for ever: Nevertheless, the clear yearly Revenues and Profits of the Premises were for ever to be employed and bestowed for and towards the Maintenance of a godly learned Preacher in the said Parish of *St. Lawrence*, to be nominated as hereafter is expressed, viz. That the Preacher of the said Parish, upon every Vacancy or Avoidance of such Preacher, shall be nominated (after the Decease of the said *Thomas Kemp*) by the Heir Male of the said *Thomas Kemp*, if he be living within the said Parish at the Time of such Vacancy, and by the ancient Bailiff of the Town of *Ipswich*, for the Time being, and by such Portmen of the said Town as at the Time of such Vacancy shall be inhabiting within the said Parish of *St. Lawrence*, and by the Common-Preacher of the said Town for the Time being, and by the Churchwardens of the said Parish of *St. Lawrence* for the Time being, or by the greater Number of them. And if there be no Portmen inhabiting within the said Parish at the Time of such Vacancy, then by the Ancient Bailiff, and the Churchwardens of the said Parish, and the Common Preacher, and two such other of the Inhabitants of the said Parish for the Time being, as the said Churchwardens shall nominate and appoint, or by the greater Number of them. But if the said Preacher be not appointed as aforesaid, within five Months after any Vacancy, then the said Preacher is to be appointed by the Bishop of *Norwich*.

This House used to be constantly kept in Repair by the Parishioners, and the Minister of *St. Lawrence* used to receive the whole Rent without any Deduction;

tion; but of late Years the Custom has been for the Parishioners only to allow something towards the Repairs once in a while. It is now in the Occupation of Mr. *Richard Duck*. The Feoffees mention'd in the present Deed of Trust, which is made renewable upon the Death of FIVE, are, *Henry Nasb*, Portman; *John Marlow*, Portman; *Thomas Starling*, Portman; *John Sparowe*, Portman; *Thomas Stifed*, *Thomas Grimwood*, *Michael Beaumont*, *William Rudland*, *Thomas Whincup*, *Pearl Richman*, *Thomas Richardson*, *John Barker*, and *Edward Duck*.

Mr. *Tobias Blofs* of this Parish, Portman, by his Will, dated 13 July, 1630, bequeathed as follows,—
 ‘ And for so much that I often see and hear the Ignorance, and want of Knowledge in many People in these Halcion Days, and Sunshine of the Gospel, notwithstanding, through God’s Mercy, the worthy teaching that we frequently enjoy, seeing sundry who press and come unto the Holy Communion without that Respect, and due Preparation, that were fitting, and seriously thought thereof, in Desire and Hope of more Knowledge in the People, I do hereby give and bequeath unto the Bailiffs, &c. of *Ipswich*, and their Successors, *four Marks a Year* for ever, unto the Intent following, viz. That there be *four Sermons in every Year* preached for Preparation to the Communion, the same to be always in the *Parish-Church of St. Lawrence in Ipswich*, upon the *Friday in the Afternoon next before every Festival Quarter-Day in the Year*, as it is now used, and has been for sundry Years past, the Preacher whereof to have for his Pains *ten Shillings*, the Sexton for ringing the Sermon-Bell, and making the Seats clean and fit, *twelve Pence*, and *two Shillings and four-pence in Bread for the Poor*; my Executor, during his Life, to nominate the Preacher, and to pay for, and provide the said Bread. And after my Decease, my Will is, that the said *four Marks a Year* for ever,
 ‘ shall

‘ shall be paid out of my Lands called *Apostles Esher*,
 ‘ in the Parish of *St. Margaret in Ipswich*, now in the
 ‘ Occupation of — *Hardy*, or of his Assigns. And
 ‘ for want of Payment from Time to Time, the same
 ‘ being demanded at *my Capital Messuage in Brook-*
 ‘ *Street wherein I now dwell*, it shall be lawful for the
 ‘ said Bailiffs for the Time being, or their Assigns, to
 ‘ enter into the said Land, and there to strain them,
 ‘ and the Distresses to impound, keep, and detain,
 ‘ until so much be paid as is due, with Arrearages
 ‘ likewise, if any be. Provided always, my Will and
 ‘ Meaning is, that if at any Time hereafter the Bai-
 ‘ liffs, &c. shall for *two Years together* suffer the said
 ‘ Exercise to be omitted, and so not carefully to be
 ‘ performed, to my Intent and Meaning as is afore-
 ‘ said, then I will, that the Heir Male of my *youngest*
 ‘ *Daughter* shall enter the said Gift bequeathed as is
 ‘ abovesaid, and enjoy the same to him and his Heirs
 ‘ for ever.’

✓ These Lands are now in the Possession of *Miss Barker of Belsted*, and the Annuity of 2*l.* 13*s.* 4*d.* is regularly paid.

Mr. Sayer's Gift. See p. 156.

Mr. Colman's Gift. See p. 159.

Mr. John Marlow of this Parish, Portman, by a Deed enrolled in his Life-time, dated 13 *Aug.* 1736, gave a Messuage called *Smiths*, otherwise *Cooks*, and four several Inclosures belonging to the same, containing by Estimation eight Acres, lying and being in *Capel* in the County of *Suffolk*, late in the Tenure of *John Baker*, and then of *George Hersom*, which he purchased lately of *Thomas King*, unto Richard Lloyd, Esq; John Sparowe, Gent. Nathaniel Cole, Gent. *Robert Beaumont*, Cl. William Cornwallis, Cl. *Samuel Parish*, Gent. and Henry Bowell, Master-Mariner, in Trust, that they should apply the Profits to the Use and Benefit of the poor Children in the School called *the Old Charity School*, or *the Charity School of Red-Sleeve Boys*; and in Case the said Charity School shall

at any Time happen to cease, or be discontinued for the Space of *Seven Years* together, that then the said Trustees should for ever after apply and pay the said Rents and Profits, and all Arrears thereof, to the Use of the *working Poor of St. Lawrence Parish in Ipswich* aforesaid, *who receive no continual Parish Maintenance or Allowance*, to be distributed from Time to Time by the Direction of *the Minister and Churchwardens* of the same Parish for the Time being, or the more Part of them. And when the said Trustees are by Death reduced to the Number of *Three*, then they are to convey the Premises to themselves and so many other reputable Inhabitants of the said Town of *Ipswich*, to be named by the said *three* Survivors or the more Part of them, as will make up the Number of *Seven*. And so they are to continue to do from Time to Time for ever.

This School has ceased, and been discontinued ever since *Midsummer 1745*.

St. MARGARET.

The unhappy Disputes that have been so long subsisting in this Parish, have prevented us from giving a regular Account of what has been given to them; for all their Deeds, and Books, relating to their Charities, are lodg'd in Doctor's Commons, from whence they cannot be removed; and to have Copies sent us from thence would be too expensive. Under these Difficulties the best Account that we have been able to obtain is as follows.

In 1628, the Rev. *Thomas Rederich*, Clerk, gave forty Shillings yearly for ever to this Parish. We have been told that this Annuity is paid out of a House in *Cross-Keys-Street* in this Parish, now in the Occupation of Mr. *Matthew Newcomen*, Master of the Charity School of Grey-Coat Boys; and that it is constantly applied to the Use of the Poor of the said Parish.

Richard Martin's Gift. See p. 99.

James

James Caston's Gift. See p. 155.

Thomas Bunning, Gent. gave 25*l.* and *Mrs. Sarah Phillips* gave 15*l.* both which Sums purchased an Estate at *Copdock* in *Suffolk*, and the Profits of the said Estate are to be applied for *Bread*, to be given to the Poor of this Parish every *Sunday* for ever.

Richard Phillips of *Ipswich*, Esq; in 1719, (See p. 66.) gave 51*l.* to the Poor of this Parish for *Bread*.

Mr. John Phillips, Brother of the aforesaid *Richard*, gave 60*l.* for *Bread* to the Poor of the said Parish for ever. With these two Sums last mentioned, certain Lands in this Parish were purchased, now lett, as we are told, to *Mr. John Hyam*, Butcher, at the annual Rent of 9*l.*

Leicester Martin, Esq; in gave 50*l.* to the Poor of this Parish, with which Sum a Cottage was bought in *Rotten-Row* within the said Parish, now in the Occupation of *Francis Martin*, Bricklayer, at the annual Rent of 50*s.* which is constantly given to the Poor accordingly.

It appears also by a Deed of Trust, which we have accidentally seen, bearing Date in *February* 1688, that the Parish have certain Lands lying in this Parish and *Rushmere*, now in the Occupation of *Phillips Colman*, Esq; or his Under-tenants, at the annual Rent of 7*l.* the Profits of which are to be disposed of for the common Profit, Use, and Benefit, of the Parishioners of the said Parish, and for the Repair of their Parish Church. The surviving Trustees mention'd in this Deed are, *Richard Phillips* of *London*, Esq; *Robert Edgar* of *Ipswich*, Esq; and *Mr. Henry Hill*, Portman. But who gave this Land, or how they came by it, we are not able to say.

This Parish has also a small Cottage, in the Lane leading from the South End of *St. Margaret's Green* to *St. Margaret's-Gate*, the Rent of which, being four Marks, or 2*l.* 13*s.* 4*d.* is applied to the Repairs of the Church: But for want of the Deeds relating to it, we cannot say who gave it.

St. MARY at the ELMS.

Capt. Kerrington's Gift. See *St. Nicholas*.

Mrs. Ann Smyth of London, Widow, by Will dated 5 Sept. 1729, left eight thousand Pounds to certain Persons in Trust for the following Uses, viz. To purchase an Estate in *Suffolk*, or some adjoining County, for the Use of her Grandson *Thomas Millner*, and the Heirs of his Body; and for Default of such Issue, they were to convey the said Estate to the Company of *Drapers of London*, upon this special Trust and Confidence, nevertheless, that the Master and Wardens of the said Company shall within three Calendar Months next after such Estate shall be conveyed to them, by Mortgage or Sale of some Part of such Estate, raise and pay to her Nephew *Edward Lynch* 2000l. which Sum she gave him in case of the Decease of her said Grandson without Issue: And upon this further Trust and Confidence, that the said Master and Wardens, &c. shall employ and dispose of so much of the Rents and Profits of such Estate, after Payment of the said 2000l. as shall be necessary for the purchasing and buying a convenient Piece of Ground in the Parish of *St. Mary Elms* in *Ipswich* in the County of *Suffolk*, or as near thereto as may be, and erecting and building thereon *Twelve Alms-Houses*, and repairing, supporting, rebuilding, maintaining and amending the same, from Time to Time as Occasion shall require, for the Benefit of *Twelve poor Women of honest Life and Conversation, of the Age of fifty Years and upwards, being Communicants of the Church of England as by Law established, and Inhabitants of the Parish of St. Mary Elms* aforesaid: But her Relations of the Families of the *Lynch's, Smith's, Pearl's, and Purplet's*, being first to be preferred, whether they shall inhabit in the said Parish of *St. Mary Elms* or elsewhere. And for want of a competent Number of such Poor in the said Parish of *St. Mary Elms*, or of her Relations, then the Number wanting to be supplied out of some other Parish

Parish or Parishes in *Ipswich*. And the said twelve poor Women to be from Time to Time nominated and chosen by the *Churchwardens and Overseers* of the Poor of the Parish of *St. Mary Elms* aforesaid, for the Time being. And if they cannot agree in such Nomination and Choice within thirty Days next after their Meeting to make their first Appointment, or within thirty Days after any Vacancy shall happen, then *the Recorder of the Town of Ipswich*, for the Time being, shall nominate and appoint in their stead. And upon this further Trust and Confidence, that the Master and Wardens, &c. aforesaid, shall also out of the said Rents and Profits, pay the Sum of ten Pounds *per Ann.* without Deduction, to a Minister to be nominated and chosen by such Persons, and in such Manner, and within such Time, as the said Twelve poor Women are by this her last Will directed to be chosen, for reading divine Service on *Wednesday and Friday in every Week*, in the Parish Church of *St. Mary Elms* aforesaid : And to the Clerk of the said Parish, for officiating at the said Time, and ringing the Bell, 3 l. *per Ann.* And the Residue of the said Rents and Profits do and shall pay, apply, and dispose of, for the Relief, Support, and Maintenance of the said Twelve poor Women, so to be nominated and chosen as aforesaid, deducting only thereout Ten Pounds *per Ann.* for the Use of the said Master and Wardens, and the Clerk of the said Gild or Fraternity, for their Care and Trouble to be had and taken in executing the Trust hereby in them reposed. And she did order, direct, and appoint, that until a convenient Purchase or Purchases can be had or gotten for disposing of the said 8000 l. they her said Trustees, [*viz. Thomas Milner, Edward Lynch, and Thomas Spademan,*] or the Survivors, or Survivor of them, or the Executors or Administrators of such Survivor, shall place out the said 8000 l. at Interest, on such Security or Securities Parliamentary or other, Mortgage or Mortgages, as the said Trustees or the Survivor, &c. of them shall think fit. In doing which they

they and every of them shall be indemnified and saved harmless, and not run any Risque, Adventure, or Hazard, or be answerable for, or liable to make good any Loss or Damage that may happen or accrue thereby. And her Will was that the Interest of the said 8000 l. shall from Time to Time be disposed and paid to such Person or Persons, and for such Uses to whom and for what the Rents and Profits of the Lands, if purchased, would according to her Will go and belong. But in a Codicil to Mrs. *Smith's* Will, she altered the Sum thereby given to the Parish of *St. Mary Elms*, and reduced it from 6000 l. to 5000 l.

The Company of Drapers (as might be expected) refus'd to accept of this Trust; and as we have heard, the Money is paid into the Court of Chancery, where we must leave it, for we can give no further Account concerning it.

St. MARY at the KEY.

Mr. *John Renolds* of *St. Stephen's Ipswich*, by his Will dated 8 March, 1647, gave One hundred Pounds to this Parish, with which Money, and some more, as we suppose, raised by the Parish, a Parcel of Land was bought, lying in *Lynsey* and *Monks-Ely* in *Suffolk*, containing twenty-three Acres, call'd *Lustlands*. This Land is now in the Tenure of *Ralph Rudland*, at the yearly Rent of *Eleven Pounds*; and very lately a fresh Deed of Trust was executed by Mr. *Whitacre*, the Survivor of the last Trustees, by which he conveyed the Premises to *Michael Thirkle, jun. Esq;* and sixteen other Inhabitants of this Parish, in Trust, that the Rents and Profits shall be disposed of by the Church-Wardens and Overseers of the Poor of *St. Mary Key*, yearly and every Year upon the First Day of *January*, and upon *St. John's Day* in *Christmas*, for the Relief and Comfort of the best-govern'd poor People dwelling within the said Parish, as they shall think fit.

We want to see the Purchase-Deed in order to account for this odd Appointment; for we presume Mr.
Renolds

Renolds did not in his Will fix upon these Days, since there is a whole Year's Distance between them, all but four Days; and it is most probable that he left the Income arising from this 100*l.* to be disposed of on the Day mention'd in his Bequest to *St. Stephen's*. See *St. Stephen's Parish*.

Mrs. Margaret Marsh left 10*l.* the Interest to be distributed to the Poor of this Parish, on the Feast of *St. John the Evangelist* for ever, *i. e.* Dec. 27.

This Legacy, as we think, helps to explain the Appointment in the Deed of Trust beforemention'd; for we suppose the Parish added this 10*l.* of *Mrs. Marsh's* to *Mr. Renolds's*, and perhaps some more, when they made that Purchase; but did not recite this Fact, nor specify the Uses particularly enough, which occasion'd the Obscurity before observed. There was no Fault in the Person who made this Deed, for this was drawn by the last Deed of Trust; but we must take Occasion to observe, that Parishes cannot be too careful in examining Conveyances of this Nature; for a Want of Caution in this respect does often occasion Misapplications, if not Embezzlements.

Sir Manuel Sorrel's Gift. See *St. Peter's*.

John Reycroft by his Will dated 14 June, 1708, gave 50*l.* to buy Land, or other good Estate; such Land to be purchased to be settled in Trust to the only Use and Beboof of the Poor of the Parish of *St. Mary at the Key* in *Ipswich*; and that the Money yearly arising from such Estate should be laid out in Bread, by the Church-Wardens and Overseers of the Poor of the said Parish, and by them there distributed weekly and every Week for ever, in Bread, among the Poor of the said Parish, and not otherwise.

With this Money a House in the Wash was purchased of *Samuel Beardwell*; which House has been enlarged by the Parish, and is now used as a Workhouse. It was vested in Eleven Trustees, who when they should be reduced to Two or Three, were to convey the same to Eight or Ten others at least; but they are all now dead,

dead, and no Feoffment is made: However Twelve-Pennyworth of Bread is weekly delivered to the Poor.

St. MARY at STOKES.

Captain Nathaniel Thurston by his Will dated 14 Aug. 1724, gave his House and Lands in *Great Bealings* to be sold, and willed, that out of the Money arising by the Sale thereof, 100*l.* be laid out by his *Executors, together with the Church-Wardens and Overseers* for the Parish of *St. Mary Stoke* for the time being, in purchasing a Piece of Land, to be settled upon Trustees and their Heirs, as Council should advise; and the Rent, Income, and Profit thereof to be laid out in Bread, to be distributed every Sunday in the Church for ever, to such poor People of the said Parish as shall go to Church there and bear divine Service and Sermon, to whom He gave the same.—And further his Mind and Will was, that his Executors should pay, or cause to be paid, to the Churchwardens or Overseers of the Parish of *St. Mary Stoke* for the time being, the Sum of 5*l.* 10*s.* a Year, to buy Bread for the Use aforesaid, until the said Premises be sold, and the said 100*l.* paid as aforesaid.

As the Parish receive such large Interest from *Capt. Thurston's* Gift they have been the less diligent in finding a Purchase, so that no Land is yet bought, but the Interest here mention'd is constantly paid, as here directed.

Mr. Christopher Thorne, Common-council Man of *Ipswich*, by his Will dated 18 Feb. 1734, gave his House in *St. Mary Stoke*, then in the Occupation of *John Turner*, to his Kinsman *John Thorne*, upon Condition nevertheless that He the said *John Thorne* should pay to the Churchwardens and Overseers of the Poor of the said Parish of *St. Mary Stoke*, and to the Churchwardens and Overseers of the Parish of *St. Peter* in *Ipswich* aforesaid, for the time being, for ever, the annual Sum of fifty-two Shillings, to be equally divided between the said two Parishes, and to be paid at or upon

upon the four most usual Feasts or Days of Payment in the Year, namely, *Lady-day, Midsummer-day, Michaelmas-day and Christmas-day*, the first of which quarterly Payments to be made to the Churchwardens, &c. of *St. Mary Stoke*, upon the first of the said Feast-Days that should happen, after the Expiration of two Years next after his Decease, *to be by them applied in buying fourteen wheaten Loaves to the Shilling, by them the said Churchwardens and Overseers to be distributed every Sunday at St. Mary Stoke Church, to the most necessitous poor Persons of that Parish that shall attend and be present in the said Church at the Time of divine Service and Sermon, be it in the Forenoon or the Afternoon*, the said quarterly Payments to continue for ever to the Churchwardens and Overseers for the time being of each of the said Parishes, alternately, or by Turns, *to be by them laid out and applied in buying such Loaves as aforesaid, to be distributed in Manner as aforesaid*. But his Mind was, that the Loaves should be bought, taken, and distributed by the Occupier of the aforesaid Messuage, *if he be a Baker*: And that the Clerk or Sexton of each of the said Parishes should have two Penny-Loaves every Day he shall fetch the said Bread, for his Pains and Trouble in fetching the same. And that in Default of Payment, the Churchwardens and Overseers of each of the said Parishes should have Power to enter and distrain, &c. And He thereby subjected and charged the aforesaid Messuage and Premises in whosoever Hands the same should from time to time hereafter continue and be, to and with the perpetual annual Payment of *fifty-two Shillings as aforesaid*.

St. MARY at the TOWER.

Mr. John Wright, in 1623, gave Forty Shillings yearly to this Parish for ever, towards a Sermon every Afternoon on the Lord's-Day.

But the 40 l. which was given to furnish this annual Payment, has been lost, or embezzled by the *Parish Officers* some Time ago.

Mr. *William Tyler*, Portman, in 1643, gave *Forty Shillings a Year to the Minister of this Parish*; which is paid, after the Deduction of Taxes, by *Robert White-man of Framlingham*, who possesses an Estate at *Rendham* in *Suffolk*, which was tied for the Payment of this Annuity.

Mr. *John Parker*, in 1664, gave *Forty Shillings a Year*, to be paid out of the *Swan Inn in this Parish*, to buy Coals for the Poor.

This Annuity is constantly received, and disposed of as directed.

Mr. *John Rednall* by his Will dated 13 Nov. 1690, gave to the Churchwardens and Overseers of the Poor of the Parish of *St. Mary Tower in Ipswich*, and to their Successors for ever, all those his *four Tenements and Hay-House*, with the Yards and Appurtenances thereto belonging, lying and being in the *aforsaid Parish* in or near the Place called the *Tower Ditches*, to be by them and their Successors held and enjoy'd for ever, for the Use and Benefit of the Poor of the said Parish.

The Churchwardens were put in Possession of these Houses at *Michaelmas* 1691, and the Poor have enjoy'd them ever since.

Mr. *William Neave*, Portman, gave 5*l. per annum*, (to be paid out of his Dwelling House in the *Butter-Market*, now belonging to Mr. *John Goodrich*) to buy Coals for the Poor of *St. Mary Tower Parish*.

This Money is constantly paid, and the Coals are distributed on *St. Thomas's Day*.

Mr. *William Edgar*, Register of the Archdeaconry of *Suffolk*, by his Will dated 31 Aug. 1716, gave *twenty Shillings per annum to the Minister of this Parish*, for a Commemoration Sermon to be preached yearly on the first Day of *January*; or on the Day following, when that happens to be upon a Sunday.

He further bequeathed in these Words, “ *Item*, my
“ Mind and Will is, that my Executors shall sell my
“ Estate at *Buttley* as soon as may be after my Decease,
“ and the Money arising thereby shall go towards the
“ erecting

“ erecting or setting up a Spire on the Church of *St. Mary at the Tower* in *Ipswich*, in the same Form that it was before it fell down, if it may be, hoping that the Governors of *Ipswich*, and other Gentlemen, will make an Addition thereto, for compleating the same. And I do make and appoint my worthy Friends *Leicester Martin, Devereux Edgar, Orlando Bridgeman*, Esqrs. *Dr. Dade*, and *Mr. Thomas Day*, and the Bailiffs of the said Town for the Time being, Trustees in this Behalf, (if they please) and beg of them to concern themselves herein, it being so good a Work.”

The Sum which this Estate sold for, amounted to near 200 l. but this Sum was far short of what would be required to build such a Spire as *Mr. Edgar* intended. This Legacy has been an unlucky one; the Executors refused to pay it upon various Pretences, ’till they were obliged to do so by an expensive Law-Suit: Then it was paid into the Hands of a private Person, who some Time afterwards paid it into Chancery, where it still remains, and is likely to do so. An Attempt was lately made to recover it from thence, and apply it to other Uses; but by the accidental Decease of one of the Persons concern’d, this proved ineffectual: And upon the whole, it is said, that the Parish one way or other, have expended almost, if not altogether, as large a Sum in endeavouring to recover this Legacy, as that which was originally given by the Testator abovementioned,

St. MATTHEW.

Mr. Edmund Dandy, in 1515, gave fifteen Alms-houses in *Lady-Lane* to the Poor of this Parish; all of which are inhabited by the Poor of the said Parish, but the Houses are kept in very bad Repair. See p. 163.

Robert Richman, by his Will dated *Jan. 10, 1629*, left a Rent-Charge of 6s. 8d. a Year to the Poor of this Parish; for the Payment of which he tied his House in the said Parish now in the Occupation of

Mr. *Macnab*, and directed that his Son *Samuel* should pay Four Shillings, Parcel of the said Sum, out of his Part of the said House; and that his Daughter *Margaret* should pay the remaining Two Shillings and Eight-pence out of her Part of the said House. But this has not been paid for several Years.

Edward Sheppard, Gent. who died Sept. 8, 1680, gave two Houses in *St. Mary Stoke, Ipswich*, to the Poor of *St. Matthew's* Parish for ever.

These Houses are now inhabited by poor People belonging to the said Parish.

Mr. Henry Skynner, Portman, in 1698, gave 100l. to be laid out in a Purchase of Lands, the Rents and Profits thereof to be appropriated to the Use of the Poor of the Parish of *St. Matthew* in *Ipswich* for ever, *by laying the same out in Bread at two Shillings per Week, to be distributed every Sunday after Sermon in the Forenoon, or after Sermon in the Afternoon, if there happen to be none in the Forenoon, to such of the poorest Sort, as shall come to Church, and behave themselves reverently in Service and Sermon-time, except prevented by Sickness, or some other great Impediment, allowed of by the Churchwardens of the said Parish that are to distribute the same. The Bread to be baked and had at any of his Houses that he should leave at his Decease, if it should happen that a Baker should live therein, and not to be had and taken elsewhere,*

Mr. John Gibbon, by his Will dated 9 April, 1717, gave a House in *St. Matthew's* Parish to be sold, and with the Money arising from such Sale, he directed that Land should be purchased and conveyed by his Executors, to five or seven Inhabitants and Owners of the said Parish of *St. Matthew*, Men of good Report, Honesty and Ability, in Trust, that the Rents and Profits thereof should be disposed of as follows, *viz. Twenty Shillings yearly for ever for a Sermon to be preached in the Parish Church of St. Matthew aforesaid; by the Minister of the said Parish, on the twenty-first of August yearly; and if that Day shall fall on a Sunday,*
then

then the Sermon to be on the *Monday* following: *Ten Shillings of the same Rents should yearly for ever be laid out towards keeping the Clock, commonly call'd the Goal Clock, in good Repair; and Four Pounds yearly out of the same Rents to the Charity Schools of Grey-Coat Boys and Blue-Coat Girls, to be paid yearly for ever to the Governors and Treasurers thereof, for the Benefit of those Schools, so long as they continue to be governed by Members of the Church of England as by Law established: And if that Government of the said School should cease, or the Schools not be continued, then the same annual Payment should go to the Cloathing of the poor People of St. Matthew's Parish; and lastly, that all the rest and residue of the said Rent should be yearly for ever laid out by the Trustees, with the Advice of the Minister and Churchwardens for the Time being, to buy Coats and Gowns for the poorest, most aged, and most helpless sort of Men and Women of the same Parish of St. Matthew that should frequent the Church, to be distributed upon the Feast Day of St. John the Evangelist, yearly and every Year for ever. And when the Trustees are reduced to Two, they are to convey the Premises to the Use of themselves and Three or Five other Inhabitants as aforesaid. He further directed, that the Coats and Gowns should be of a darkish Colour, and the Badge to be J. G. in white, and he appointed John Marlow and William Johnson Executors.*

Mr. Gibbons's House sold for 190 l. with which, and 50 l. more added by Mr. Marlow, an Estate was purchased at Shotley of Mr. Starling, and in 1729 conveyed to Dr. Palgrave, Thomas Hodges, Esq; Mr. Skynner, Mr. Alpe, Mr. Knights, Mr. Flendall, and Mr. Burgefs, in Trust, that it should be liable to the Payment of the said 50 l. Principal Money, to Mr. Marlow, and fifty Shillings a Year till the Principal is paid, and the Residue to be applied according to the Directions of Mr. Gibbons's Will,

This

This Estate lets for 12l. *per annum*, and no more ;
therefore after paying

	<i>l.</i>	<i>s.</i>	<i>d.</i>
Mr. <i>Marlow's</i> Heirs, — — —	2	10	0
The Rector of <i>St. Matthew's</i> —	1	0	0
The Charity-School, — — —	4	0	0
To the Goal Clock, — — —	0	10	0
	8	0	0

besides Taxes and Repairs, there can be little or nothing left to be laid out in Cloathing ; so that it would be a good Deed to clear it of that Fifty Pounds to Mr. *Marlow's* Heirs, for then there might be a constant Overplus every Year, whereas now it must often happen that there is no Cloathing at all.

We apprehend this Deed of Trust ought to be renewed.

For Capt. *Kerrington's* Gift see *St. Nicholas*.

For Mr. *Crane's* Gift see p. 95, and 97.

ST. NICHOLAS.

Mr. *John Cutler*, by Will dated 10 Nov. 1645, gave his House in *St. Nicholas*, in the Occupation of Mr. *John Smythier*, (now lett to Mr. *Hambling*) to several Trustees, to the Intent that out of the Rents and Profits they should repair the same ; and that out of the Remainder they should every Year, *upon the fourth Day next before the Feast of the Nativity of our Lord*, [viz. 21 Dec. or *St. Thomas's Day*] pay to the Churchwardens and Overseers of the Poor of *St. Nicholas* aforesaid, 5l. of lawful English Money, *to be by them distributed the same Day amongst the Poor of the said Parish*, according to their Discretion ; and that they should pay the Residue of the said Rent upon the same Day every Year, to the Minister of the said Parish for the time being ; and this he gave to him for and towards his Care and Pains to be used in the Labour of God's Harvest. He gave also to the Poor of the said Parish 5l. to be paid within two Months after his Decease.

And

And in a Codicil to his said Will, he gave to the Minister of *St. Nicholas*, over and above the aforesaid Legacy, *ten Pounds per Ann.* at the two usual Feasts of the *Annunciation of the Blessed Virgin Mary*, and of *St. Michael*, to be paid by even Portions, by his Cousins *Robert Cutler* and *Martha Noore*, out of the Lands he had given them by his said Will, until they should settle Lands and Tenements for the Payment of the same.

The Lands here said to be given by Mr. *Cutler* in his Will to his Cousins, are call'd *Blofield's*, they lie at *Trimley*, and now belong to Sir *John Barker*, Bart. who regularly pays the said Annuity.

Captain John Fuller, in 1694, gave a large Silver Flaggon, to the amount of more than 20l. besides some other Things of Value.

Captain Nicholas Kerrington, of *Wapping* in *Middlesex*, by his Will, dated 19 July, 1687, bequeathed to the Poor of the Parish of *Ipswich* in the County of *Suffolk*, call'd *St. Nicholas*, the Sum of 5l. *per Ann.* for ever, to be paid by his Executors *Quarterly*, and to be laid out in buying Bread. Item, He bequeathed unto the Poor of the Parishes of *St. Matthews* and *St. Mary by the Elms* in *Ipswich* aforesaid, the Sum of *Forty Shillings a piece yearly for ever*, to be paid by his Executors at *six Payments* in the Year, and to be laid out in buying of Bread. And he charged his Messuage and Lands thereunto belonging, situate, lying, and being in *Ipswich* aforesaid, and now in the Occupation of Mr. *John Hodges*, with the Payment of the said Legacies bequeathed by him to the Poor of the Parishes being in *Ipswich* aforesaid.

This House now belongs to *Thomas Coggeshall*, Esq; and the Rent-Charge is constantly paid.

St. PETER.

Sir *Manuel Sorrel*, Knt. by his Will in 1665, gave to the Poor of the Parish of *St. Peter*, the yearly Sum of *fifty Shillings*, and to the Poor of the Parish of *St. Mary*

Mary at the Key in Ipswich, forty Shillings yearly, to be paid for ever, by the Owner of three Tenements, mentioned in his Will to be in the several Occupations of—— Paine, —— Annable, and —— Mixer, every Year, at the Feast of St. Michael the Archangel, to the respective Churchwardens and Overseers of the Poor, or some of them for the Time being respectively, and to be by them laid out in Sea-Coals, yearly to be distributed by the said respective Officers, or the major Part of them respectively, unto the most needy People of the said Parishes respectively, upon the fifth Day of November in every Year, unless it fall out to be the Lord's-Day, and then upon the Day following; Provided, if the said yearly Sums be behind and unpaid by the Space of ten Days next after the said Feast of St. Michael in any Year, then it shall and may be lawful for the respective Churchwardens and Overseers to enter and distrain, &c.

One of these Tenements is now said to be in the Occupation of Mr. *William Goodrich*, the other two are in the Green-Yard, and the Annuity is regularly paid.

Sir *Manuel Sorrel* desired also that the Water at Mr. *Goodrich's* might be suffered to run waste for the Benefit of the Poor.

For Mr. *Thorn's* Gift. See *St. Mary Stoke*, p. 192.

St. STEPHEN.

Mr. *John Renolds*, by his Will dated 8 Mar. 1647, gave to *Arthur Jenny*, Esq; and *Ralph Noore*, Merchant, principal Inhabitants of this Parish, and to the Churchwardens of the said Parish for the Time being, 100*l.* to be paid to them by his Executors, when they shall have procur'd an Assurance of so much Land of that Value in the County of *Suffolk*, to be convey'd to them and their Heirs, *the Rents and Profits of which Land he willed to be yearly distributed upon the first Day of January, by the Churchwardens and Overseers of the Poor of the said Parish for the Time being, for the Comfort and Relief of the best govern'd Poor dwelling within the said Parish, as they should think fit.*

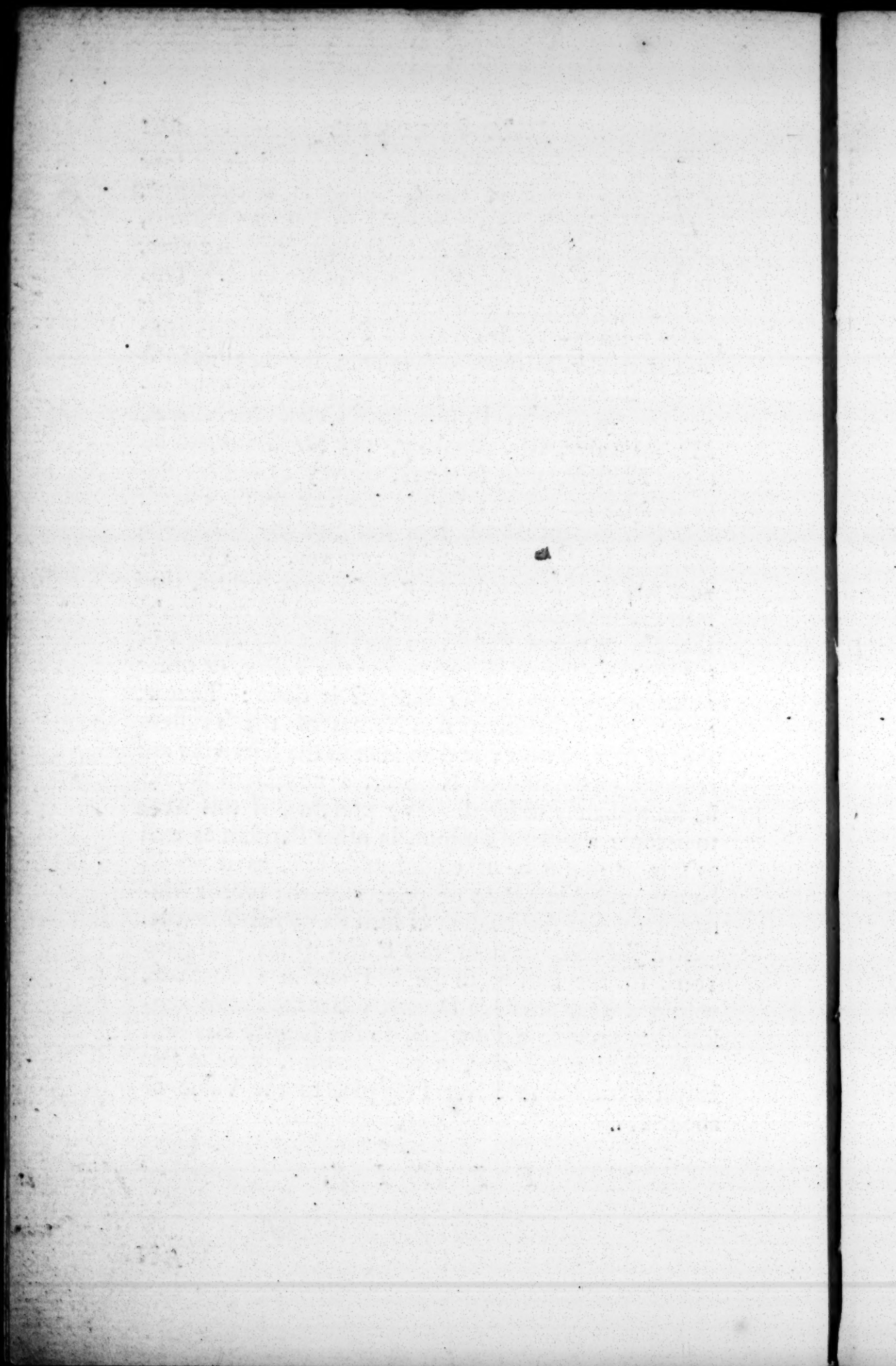
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In pursuance of whose Will a House and about four Acres and a half of Land, lying in *Grundisburgh*, call'd *Thistleden's*, was convey'd to fourteen Persons, Inhabitants of *St Stephen's*, and their Heirs for ever, in Trust, for the Uses and Purposes aforesaid. This House and Land is now lett for 6 l. *per Ann.* It appears from the present Deed of Trust, that this Parish was as careless as many others are; for they suffer'd all the fourteen original Trustees to die without renewing the Trust; so the Parish chose *Mr. Edgar*, *Mr. Lawrence*, *Mr. Beaumont*, and *Mr. Groom*, to be their Trustees, who in 1728, convey'd the Premises to twenty-five others; several of whom are since dead, and the present Deed does not give any Directions when the said Trust should be renewed. But to prevent the like Inconvenience it seems to be proper, that in every such Deed the Number should be mention'd that are to renew the same; and that the Names of the Trustees should be fixed up in the Vestry, or other Place where the Parish Business is done: That at every *Easter* Meeting the Names of the Trustees should be read over; and as soon as the Survivors are reduced to the limited Number, a new Deed should be immediately ordered. We presume, if this were to become a general Custom, in other Parishes as well as this, it might be of considerable Use, as it would be one probable Means of preserving the proper Management and Application of such Parochial Charities.

Mr. John Burroughs of this Parish by his Will gave 100 l. to the Parish, to be laid out in a Purchase, within a Year after his Decease; but the Parish neglected to provide a Purchase, so the Legacy was lost.

Mr. Benjamin Crocker, in his Life-time, gave to this Parish a handsome Silver Flaggon, to the Value of about 20 l.

F I N I S.



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ERRATA.

Page 55, line 18, for *Set* read *Setta*. Page 66, line 2, for *out of* read *at*.



